

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**RC PETITION**

DO NOT WRITE IN THIS SPACE

Case No.

10-RC-290176

Date Filed

02/07/2022

**INSTRUCTIONS:** Unless e-Filed using the Agency's website, [www.nlr.gov/](http://www.nlr.gov/), submit an original of this Petition to an NLRB office in the Region in which the employer concerned is located. The petition must be accompanied by both a showing of interest (see 6b below) and a certificate of service showing service on the employer and all other parties named in the petition of: (1) the petition; (2) Statement of Position form (Form NLRB-505); and (3) Description of Representation Case Procedures (Form NLRB 4812). The showing of interest should only be filed with the NLRB and should not be served on the employer or any other party.

**1. PURPOSE OF THIS PETITION: RC-CERTIFICATION OF REPRESENTATIVE** - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees. **The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.**

<b>2a. Name of Employer:</b> Starbucks Corporation		<b>2b. Address(es) of Establishment(s) involved (Street and number, City, State, ZIP code):</b> 6001 Peachtree Dunwoody Road, Atlanta, GA 30328	
<b>3a. Employer Representative - Name and Title:</b> See attached		<b>3b. Address (if same as 2b - state same):</b> 2401 Utah Avenue South, Suite 800, Seattle, WA 98134	
<b>3c. Tel. No.</b> 206-318-2212	<b>3d. Cell No.</b>	<b>3e. Fax No.</b>	<b>3f. E-Mail Address</b> kevin.johnson@starbucks.com
<b>4a. Type of Establishment (Factory, mine, wholesaler, etc.)</b> Coffee shop		<b>4b. Principal Product or Service</b> Food and beverage	<b>5a. City and State where unit is located:</b> Atlanta, GA
<b>5b. Description of Unit Involved:</b> <b>Included:</b> All full-time and regular part-time Baristas, Shift Supervisors, Asst. Store Managers <b>Excluded:</b> Store Managers, office clericals, guards, and supervisors as defined by the Act			<b>6a. Number of Employees in Unit:</b> 27 <b>6b. Do a substantial number (30% or more) of the employees in the unit wish to be represented by the Petitioner?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Check One:</b> <input type="checkbox"/> 7a. Request for recognition as Bargaining Representative was made on (Date) _____ and Employer declined recognition on or about (Date) _____ (If no reply received, so state). <input type="checkbox"/> 7b. Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.			
<b>8a. Name of Recognized or Certified Bargaining Agent (If none, so state)</b> None		<b>8b. Address:</b>	
<b>8c. Tel. No.</b>	<b>8d. Cell No.</b>	<b>8e. Fax No.</b>	<b>8f. E-Mail Address</b>
<b>8g. Affiliation, if any:</b>		<b>8h. Date of Recognition or Certification</b>	<b>8i. Expiration Date of Current or Most Recent Contract, if any (Month, Day, Year)</b>
<b>9. Is there now a strike or picketing at the Employer's establishment(s) involved?</b> No If so, approximately how many employees are participating? _____ (Name of Labor Organization) _____, has picketed the Employer since (Month, Day, Year) _____			
<b>10. Organizations or individuals other than Petitioner and those named in items 8 and 9, which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in the unit described in item 5b above. (If none, so state)</b> None			
<b>10a. Name</b>		<b>10b. Address</b>	<b>10c. Tel. No.</b>
			<b>10d. Cell No.</b>
			<b>10e. Fax No.</b>
			<b>10f. E-Mail Address</b>
<b>11. Election Details:</b> If the NLRB conducts and election in this matter, state your position with respect to any such election:			<b>11a. Election Type:</b> <input type="checkbox"/> Manual <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Mixed Manual/Mail
<b>11b. Election Date(s):</b> Feb. 28, 2022		<b>11c. Election Time(s):</b> N/A	<b>11d. Election Location(s):</b> N/A
<b>12a. Full Name of Petitioner (including local name and number):</b> Workers United, Southern Regional Joint Board		<b>12b. Address (street and number, city, State and ZIP code):</b> 1777 Phoenix Parkway, Suite 230 Atlanta, GA, GA 30349	
<b>12c. Full name of national or international labor organization of which Petitioner is an affiliate or constituent (if none, so state):</b> Workers United			
<b>12d. Tel. No.</b>	<b>12e. Cell No.</b>	<b>12f. Fax No.</b>	<b>12g. E-Mail Address</b> baumann2468@gmail.com
<b>13. Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding.</b>			
<b>13a. Name and Title:</b> Michael B. Schoenfeld, Attorney		<b>13b. Address (street and number, city, State and ZIP code):</b> Stanford Fagan LLC, 2540 Lakewood Ave. SW, Atlanta, GA 30315	
<b>13c. Tel. No.</b> 404-622-0521, ext. 2244	<b>13d. Cell No.</b>	<b>13e. Fax No.</b>	<b>13f. E-Mail Address</b> michaels@sfglawyers.com
<b>I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.</b>			
<b>Name (Print)</b> Michael B. Schoenfeld		<b>Signature</b> s/ Michael B. Schoenfeld	<b>Title</b> Attorney
			<b>Date</b> 02/07/22

**WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**  
**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

**Attachment to RC Petition**

**Section 3a. Employer Representative**

Kevin Johnson  
President and CEO  
kevin.johnson@starbucks.com

Attiya Armstrong  
District Manager  
atarmstr@starbucks.com



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 10  
401 W. Peachtree Street, NE  
Suite 472  
Atlanta, GA 30308

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (404)331-2896  
Fax: (404)331-2858



Download  
NLRB  
Mobile App

February 7, 2022

**URGENT**

kevin.johnson@starbucks.com  
Kevin Johnson, President and CEO  
Starbucks Corporation  
2401 Utah Ave S Ste 800  
Seattle, WA 98134-1435

Re: Starbucks Corporation  
Case 10-RC-290176

Dear Mr. Johnson:

Enclosed is a copy of a petition that Workers United, Southern Regional Joint Board filed with the National Labor Relations Board (NLRB) seeking to represent certain of your employees. After a petition is filed, the employer is required to promptly take certain actions so please read this letter carefully to make sure you are aware of the employer's obligations. This letter tells you how to contact the Board agent who will be handling this matter, about the requirement to post and distribute the Notice of Petition for Election, the requirement to complete and serve a Statement of Position Form, the Petitioner's requirement to complete and serve a Responsive Statement of Position Form, a scheduled hearing in this matter, other information needed including a voter list, your right to be represented, and NLRB procedures, including how to submit documents to the NLRB.

**Investigator:** This petition will be investigated by Field Examiner Anna M. Cobb whose telephone number is (470)343-7476. The Board agent will contact you shortly to discuss processing the petition. If you have any questions, please do not hesitate to call the Board agent. If the agent is not available, you may contact Supervisory Field Attorney Matthew Turner whose telephone number is (470)343-7497. The Board agent may also contact you and the other party or parties to schedule a conference meeting or telephonic or video conference for some time before the close of business the day following receipt of the final Responsive Statement(s) of Position. This will give the parties sufficient time to determine if any issues can be resolved prior to hearing or if a hearing is necessary. If appropriate, the NLRB attempts to schedule an election either by agreement of the parties or by holding a hearing and then directing an election.

**Required Posting and Distribution of Notice:** You must post the enclosed Notice of Petition for Election by **Monday, February 14, 2022** in conspicuous places, including all places where notices to employees are customarily posted. The Notice of Petition for Election must be posted so all pages are simultaneously visible. If you customarily communicate electronically with employees in the petitioned-for unit, you must also distribute the notice electronically to them. You must maintain the posting until the petition is dismissed or withdrawn or this notice

is replaced by the Notice of Election. Posting and distribution of the Notice of Petition for Election will inform the employees whose representation is at issue and the employer of their rights and obligations under the National Labor Relations Act in the representation context. Failure to post or distribute the notice may be grounds for setting aside an election if proper and timely objections are filed.

**Required Statement of Position:** In accordance with Section 102.63(b) of the Board's Rules, the employer is required to complete the enclosed Statement of Position form (including the attached Commerce Questionnaire), have it signed by an authorized representative, and file a completed copy (with all required attachments) with this office and serve it on all parties named in the petition such that it is received by them by **noon Eastern Time on Thursday, February 17, 2022**. This form solicits information that will facilitate entry into election agreements or streamline the pre-election hearing if the parties are unable to enter into an election agreement. **This form must be e-Filed, but unlike other e-Filed documents, will *not* be timely if filed on the due date but after noon February 17, 2022.** If you have questions about this form or would like assistance in filling out this form, please contact the Board agent named above.

*List(s) of Employees:* The employer's Statement of Position must include a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. If the employer contends that the proposed unit is inappropriate, the employer must separately list the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit to make it an appropriate unit. The employer must also indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx)

*Failure to Supply Information:* Failure to supply the information requested by this form may preclude you from litigating issues under Section 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a

voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§ 102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

**Responsive Statement of Position:** In accordance with Section 102.63(b) of the Board's Rules, following timely filing and service of an employer's Statement of Position, the petitioner is required to complete the enclosed Responsive Statement of Position form, have it signed by an authorized representative, and file a completed copy with any necessary attachments, with this office and serve it on all parties named in the petition responding to the issues raised in the employer's Statement of Position, such that it is received no later than **noon Eastern Time on Wednesday, February 23, 2022.**

**Notice of Hearing:** Enclosed is a Notice of Representation Hearing to be conducted at **10:00 a.m. EST on Monday, February 28, 2022 via Video Conference**, if the parties do not voluntarily agree to an election. If a hearing is necessary, the hearing will run on consecutive days until concluded unless the regional director concludes that extraordinary circumstances warrant otherwise. Before the hearing begins, the NLRB will continue to explore potential areas of agreement with the parties in order to reach an election agreement and to eliminate or limit the costs associated with formal hearings.

Upon request of a party showing good cause, the regional director may postpone the hearing. A party desiring a postponement should make the request to the regional director in writing, set forth in detail the grounds for the request, and include the positions of the other parties regarding the postponement. E-Filing the request is required. A copy of the request must be served simultaneously on all the other parties, and that fact must be noted in the request.

**Other Information Needed Now:** Please submit to this office, as soon as possible, the following information needed to handle this matter:

- (a) A copy of any existing or recently expired collective-bargaining agreements, and any amendments or extensions, or any recognition agreements covering any of your employees in the unit involved in the petition (the petitioned-for unit);

- (b) The name and contact information for any other labor organization (union) claiming to represent any of the employees in the petitioned-for unit;
- (c) If potential voters will need notices or ballots translated into a language other than English, the names of those languages and dialects, if any.
- (d) If you desire a formal check of the showing of interest, you must provide an alphabetized payroll list of employees in the petitioned-for unit, with their job classifications, for the payroll period immediately before the date of this petition. Such a payroll list should be submitted as early as possible prior to the hearing. Ordinarily a formal check of the showing of interest is not performed using the employee list submitted as part of the Statement of Position.

**Voter List:** If an election is held in this matter, the employer must transmit to this office and to the other parties to the election, an alphabetized list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cellular telephone numbers) of eligible voters. Usually, the list must be furnished within 2 business days of the issuance of the Decision and Direction of Election or approval of an election agreement. I am advising you of this requirement now, so that you will have ample time to prepare this list. The list must be electronically filed with the Region and served electronically on the other parties. To guard against potential abuse, this list may not be used for purposes other than the representation proceeding, NLRB proceedings arising from it or other related matters.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or at the Regional office upon your request.

If someone contacts you about representing you in this case, please be assured that no organization or person seeking your business has any “inside knowledge” or favored relationship with the NLRB. Their knowledge regarding this matter was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Procedures:** Pursuant to Section 102.5 of the Board’s Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency’s web site ([www.nlr.gov](http://www.nlr.gov)). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determinations solely based on the documents and evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native

February 7, 2022

format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the petition.

Information about the NLRB and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request. We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read 'LHenderson', with a long horizontal line extending to the right.

LISA Y. HENDERSON  
Regional Director

Enclosures

1. Petition
2. Notice of Petition for Election (Form 5492)
3. Notice of Representation Hearing
4. Description of Procedures in Certification and Decertification Cases (Form 4812)
5. Statement of Position form and Commerce Questionnaire (Form 505)
6. Responsive Statement of Position (Form 506)

cc: Attiya Armstrong, District Manager  
Starbucks Corporation  
1801 Howell Mill Rd NW  
Atlanta, GA 30318



## National Labor Relations Board



# NOTICE OF PETITION FOR ELECTION

This notice is to inform employees that Workers United, Southern Regional Joint Board has filed a petition with the National Labor Relations Board (NLRB), a Federal agency, in Case 10-RC-290176 seeking an election to become certified as the representative of the employees of Starbucks Corporation in the unit set forth below:

**Included:** All full-time and regular part-time Baristas, Shift Supervisors, Asst. Store Managers

**Excluded:** Store Managers, office clericals, guards, and supervisors as defined by the Act

This notice also provides you with information about your basic rights under the National Labor Relations Act, the processing of the petition, and rules to keep NLRB elections fair and honest.

## YOU HAVE THE RIGHT under Federal Law

- To self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of your own choosing
- To act together for the purposes of collective bargaining or other mutual aid or protection
- To refuse to do any or all of these things unless the union and employer, in a state where such agreements are permitted, enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustments).

## PROCESSING THIS PETITION

Elections do not necessarily occur in all cases after a petition is filed. **NO FINAL DECISIONS HAVE BEEN MADE YET** regarding the appropriateness of the proposed unit or whether an election will be held in this matter. If appropriate, the NLRB will first see if the parties will enter into an election agreement that specifies the method, date, time, and location of an election and the unit of employees eligible to vote. If the parties do not enter into an election agreement, usually a hearing is held to receive evidence on the appropriateness of the unit and other issues in dispute. After a hearing, an election may be directed by the NLRB, if appropriate.

**IF AN ELECTION IS HELD**, it will be conducted by the NLRB by secret ballot and Notices of Election will be posted before the election giving complete details for voting.



# ELECTION RULES

The NLRB applies rules that are intended to keep its elections fair and honest and that result in a free choice. If agents of any party act in such a way as to interfere with your right to a free election, the election can be set aside by the NLRB. Where appropriate the NLRB provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with employees' rights and may result in setting aside the election:

- Threatening loss of jobs or benefits by an employer or a union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises
- An employer firing employees to discourage or encourage union activity or a union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time, where attendance is mandatory, within the 24-hour period before the polls for the election first open or, if the election is conducted by mail, from the time and date the ballots are scheduled to be sent out by the Region until the time and date set for their return
- Incitement by either an employer or a union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a union or an employer to influence their votes

Please be assured that IF AN ELECTION IS HELD, every effort will be made to protect your right to a free choice under the law. Improper conduct will not be permitted. All parties are expected to cooperate fully with the NLRB in maintaining basic principles of a fair election as required by law. The NLRB as an agency of the United States Government does not endorse any choice in the election.

For additional information about the processing of petitions, go to [www.nlr.gov](http://www.nlr.gov) or contact the NLRB at (404)331-2896.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND MUST NOT BE DEFACED BY ANYONE. IT MUST REMAIN POSTED WITH ALL PAGES SIMULTANEOUSLY VISIBLE UNTIL REPLACED BY THE NOTICE OF ELECTION OR THE PETITION IS DISMISSED OR WITHDRAWN.



## National Labor Relations Board





**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 10**



<b>Starbucks Corporation</b>  <b>Employer</b>  <b>and</b>  <b>Workers United, Southern Regional Joint Board</b>  <b>Petitioner</b>	<b>Case 10-RC-290176</b>
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**NOTICE OF REPRESENTATION HEARING**

The Petitioner filed the attached petition pursuant to Section 9(c) of the National Labor Relations Act. It appears that a question affecting commerce exists as to whether the employees in the unit described in the petition wish to be represented by a collective-bargaining representative as defined in Section 9(a) of the Act.

YOU ARE HEREBY NOTIFIED that, pursuant to Sections 3(b) and 9(c) of the Act, at 10:00 a.m. EST on **Monday, February 28, 2022** and on consecutive days thereafter until concluded, a hearing will be conducted with the National Labor Relations Board via Zoom Videoconference, before a hearing officer of the National Labor Relations Board. At the hearing, the parties will have the right to appear in person or otherwise, and give testimony.

YOU ARE FURTHER NOTIFIED that, pursuant to Section 102.63(b) of the Board's Rules and Regulations, Starbucks Corporation must complete the Statement of Position and file it and all attachments with the Regional Director and serve it on the parties listed on the petition such that is received by them by no later than **noon** Eastern time on February 17, 2022. Following timely filing and service of a Statement of Position by Starbucks Corporation, the Petitioner must complete its Responsive Statement of Position(s) responding to the issues raised in the Employer's and/or Union's Statement of Position and file them and all attachments with the Regional Director and serve them on the parties named in the petition such they are received by them no later than **noon** Eastern on February 23, 2022.

**Pursuant to Section 102.5 of the Board's Rules and Regulations, all documents filed in cases before the Agency must be filed by electronically submitting (E-Filing) through the Agency's website ([www.nlrb.gov](http://www.nlrb.gov)), unless the party filing the document does not have access to the means for filing electronically or filing electronically would impose an undue burden.** Documents filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Detailed instructions for using the NLRB's E-Filing system can be found in the [E-Filing System User Guide](#)

The Statement of Position and Responsive Statement of Position must be E-Filed but, unlike other E-Filed documents, must be filed by **noon** Eastern on the due date in order to be timely. If an election agreement is signed by all parties and returned to the Regional Office before the due date of the Statement of Position, the Statement of Position and Responsive Statement of Position are not required to be filed. If an election agreement is signed by all parties and returned to the Regional office after the due date of the Statement of Position but before the due date of the Responsive Statement of Position, the Responsive Statement of Position is not required to be filed.



Dated: February 7, 2022

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LISA Y. HENDERSON  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 10  
401 W. Peachtree Street, NE  
Suite 472  
Atlanta, GA 30308

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

<b>Starbucks Corporation</b>  <b>Employer</b>  <b>and</b> <b>Workers United, Southern Regional Joint Board</b>  <b>Petitioner</b>	<b>Case 10-RC-290176</b>
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**AFFIDAVIT OF SERVICE OF: Petition dated February 7, 2022, Notice of Representation Hearing dated February 7, 2022, Description of Procedures in Certification and Decertification Cases (Form NLRB-4812), Notice of Petition for Election, Responsive Statement of Position Form (Form NLRB-506), and Statement of Position Form (Form NLRB-505).**

I, Stephen J. Waring, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on February 7, 2022, I served the above documents by electronic mail and regular mail upon the following persons, addressed to them at the following addresses:

Kevin Johnson, President and CEO  
Starbucks Corporation  
2401 Utah Ave S Ste 800  
Seattle, WA 98134-1435  
kevin.johnson@starbucks.com

Attiya Armstrong, District Manager  
Starbucks Corporation  
1801 Howell Mill Rd NW  
Atlanta, GA 30318  
atarmstr@starbucks.com

Michael B. Schoenfeld, Attorney  
Stanford Fagan LLC  
2540 Lakewood Ave SW  
Atlanta, GA 30315  
michaels@sfglawyers.com

Chris Baumann, Assistant Regional Director  
SEIU Workers United Southern Region  
1777 Phoenix Pkwy, Ste 230  
Atlanta, GA 30349-5444  
baumann2468@gmail.com

February 7, 2022  
\_\_\_\_\_  
Date

Stephen J. Waring  
Designated Agent of NLRB  
\_\_\_\_\_  
Name

/s/ Stephen J. Waring  
\_\_\_\_\_  
Signature

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

DESCRIPTION OF REPRESENTATION CASE PROCEDURES  
IN CERTIFICATION AND DECERTIFICATION CASES

The National Labor Relations Act grants employees the right to bargain collectively through representatives of their own choosing and to refrain from such activity. A party may file an RC, RD or RM petition with the National Labor Relations Board (NLRB) to conduct a secret ballot election to determine whether a representative will represent, or continue to represent, a unit of employees. An **RC** petition is generally filed by a union that desires to be certified as the bargaining representative. An **RD** petition is filed by employees who seek to remove the currently recognized union as the bargaining representative. An **RM** petition is filed by an employer who seeks an election because one or more individuals or unions have sought recognition as the bargaining representative, or based on a reasonable belief supported by objective considerations that the currently recognized union has lost its majority status. This form generally describes representation case procedures in RC, RD and RM cases, also referred to as certification and decertification cases.

**Right to be Represented** – Any party to a case with the NLRB has the right to be represented by an attorney or other representative in any proceeding before the NLRB. A party wishing to have a representative appear on its behalf should have the representative complete a Notice of Appearance (Form NLRB-4701), and E-File it at [www.nlr.gov](http://www.nlr.gov) or forward it to the NLRB Regional Office handling the petition as soon as possible.

**Filing and Service of Petition** – A party filing an RC, RD or RM petition is required to serve a copy of its petition on the parties named in the petition along with this form and the Statement of Position form. The petitioner files the petition with the NLRB, together with (1) a certificate showing service of these documents on the other parties named in the petition, and (2) a showing of interest to support the petition. The showing of interest is not served on the other parties.

**Notice of Hearing** – After a petition in a certification or decertification case is filed with the NLRB, the NLRB reviews the petition, certificate of service, and the required showing of interest for sufficiency, assigns the petition a case number, and promptly sends letters to the parties notifying them of the Board agent who will be handling the case. In most cases, the letters include a Notice of Representation Hearing. Except in cases presenting unusually complex issues, this pre-election hearing is set for a date 14 business days (excluding weekends and federal holidays) from the date of service of the notice of hearing. Once the hearing begins, it will continue day to day until completed absent extraordinary circumstances. The Notice of Representation Hearing also sets the due date for filing and serving the Statement(s) of Position and the Responsive Statement of Position(s). Included with the Notice of Representation Hearing are the following: (1) copy of the petition, (2) this form, (3) Statement of Position for non-petitioning parties, (4) petitioner's Responsive Statement of Position, (5) Notice of Petition for Election, and (6) letter advising how to contact the Board agent who will be handling the case and discussing those documents.

**Hearing Postponement:** Requests to postpone the hearing are not routinely granted, but the regional director may postpone the hearing for good cause. A party wishing to request a postponement should make the request in writing and set forth in detail the grounds for the request. The request should include the positions of the other parties regarding the postponement. The request must be filed electronically ("E-Filed") on the Agency's website ([www.nlr.gov](http://www.nlr.gov)) by following the instructions on the website. A copy of the request must be served simultaneously on all the other parties, and that fact must be noted in the request.

**Statement of Position Form and List(s) of Employees** – The Statement of Position form solicits commerce and other information that will facilitate entry into election agreements or streamline the pre-election hearing if the parties are unable to enter into an election agreement. In an **RC** or **RD** case, as part of its Statement of Position form, the employer also provides a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit. If the employer contends that the proposed unit is not appropriate, the employer must separately list the same information for all individuals that the employer contends must be added to the proposed unit to make it an appropriate unit, and must further indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx)

Ordinarily the Statement of Position must be filed with the Regional Office and served on the other parties such that it is received by them by noon 8 business days from the issuance of the Notice of Hearing. The regional director may postpone the due date for filing and serving the Statement of Position for good cause. The Statement of Position form must be E-Filed but, unlike other E-Filed documents, will not be timely if filed on the due date but after noon in the time zone of the Region where the petition is filed. Consequences for failing to satisfy the Statement of Position requirement are discussed on the following page under the heading "Preclusion." A request to postpone the hearing will not automatically be treated as a request for an extension of the Statement of Position due date. If a party wishes to request both a postponement of the hearing and a postponement of the Statement of Position due date, the request must make that clear and must specify the reasons that postponements of both are sought.

**Responsive Statement of Position** – Petitioner's Responsive Statement(s) of Position solicits a response to the Statement(s) of Position filed by the other parties and further facilitates entry into election agreements or streamlines the preelection hearing. A petitioner must file a Responsive Statement of Position in response to each party's Statement of Position addressing each issue in each Statement of Position(s), if desired. In the case of an RM petition, the employer-petitioner must also provide commerce information and file and serve a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit. Ordinarily, the Responsive Statement of Position must be electronically filed with the Regional Office and served on the other parties such that it is received by noon 3 business days prior to the hearing. The regional director may postpone the due date for filing and serving the Responsive Statement of Position for good cause. The Responsive Statement of Position form must be E-Filed but, unlike other E-Filed documents, will not be timely if filed on the due date but after noon in the time zone of the Region where the petition is filed. Consequences for failing to satisfy the Responsive Statement of Position requirement are discussed on the following page under the heading "Preclusion." A request to postpone the hearing will not automatically be treated as a request for an extension of the Responsive Statement of Position due date. If a party wishes to request both a postponement of the hearing and a Postponement of the Responsive Statement of Position due date, the request must make that clear and must specify the reasons that postponements of both are sought.

**Posting and Distribution of Notice of Petition for Election** – Within 5 business days after service of the notice of hearing, the employer must post the Notice of Petition for Election in conspicuous places, including all places where notices to employees are customarily posted, and must also distribute it electronically to the employees in the petitioned-for unit if the employer customarily communicates with these employees electronically. The employer must maintain the posting until the petition is dismissed or withdrawn, or the Notice of Petition for Election is replaced by the Notice of Election. The employer's failure properly to post or distribute the Notice of Petition for Election may be grounds for setting aside the election if proper and timely objections are filed.

**Election Agreements** – Elections can occur either by agreement of the parties or by direction of the regional director or the Board. Three types of agreements are available: (1) a Consent Election Agreement (Form NLRB-651); (2) a Stipulated Election Agreement (Form NLRB-652); and (3) a Full Consent Agreement (Form NLRB-5509). In the Consent Election Agreement and the Stipulated Election Agreement, the parties agree on an appropriate unit and the method, date, time, and place of a secret ballot election that will be conducted by an NLRB agent. In the Consent Agreement, the parties also agree that post-election matters (election objections or determinative challenged ballots) will be resolved with finality by the regional director; whereas in the Stipulated Election Agreement, the parties agree that they may request Board review of the regional director's post-election determinations. A Full Consent Agreement provides that the regional director will make final determinations regarding all pre-election and post-election issues.

**Hearing Cancellation Based on Agreement of the Parties** – The issuance of the Notice of Representation Hearing does not mean that the matter cannot be resolved by agreement of the parties. On the contrary, the NLRB encourages prompt voluntary adjustments and the Board agent assigned to the case will work with the parties to enter into an election agreement, so the parties can avoid the time and expense of participating in a hearing.

**Hearing** – A hearing will be held unless the parties enter into an election agreement approved by the regional director or the petition is dismissed or withdrawn.

**Purpose of Hearing:** The primary purpose of a pre-election hearing is to determine if a question of representation exists. A question of representation exists if a proper petition has been filed concerning a unit appropriate for the purpose of collective bargaining or, in the case of a decertification petition, concerning a unit in which a labor organization has been certified or is being currently recognized by the employer as the bargaining representative.

**Issues at Hearing:** Issues that might be litigated at the pre-election hearing include: jurisdiction; labor organization status; bars to elections; unit appropriateness; expanding and contracting unit issues; inclusion of professional employees with nonprofessional employees; seasonal operation; potential mixed guard/non-guard unit; and eligibility formulas. At the hearing, the timely filed Statement of Position and Responsive Statement of Position(s) will be received into evidence. The hearing officer will not receive evidence concerning any issue as to which the parties have not taken adverse positions, except for evidence regarding the Board's jurisdiction over the employer and evidence concerning any issue, such as the appropriateness of the proposed unit, as to which the regional director determines that record evidence is necessary.

**Preclusion:** At the hearing, a party will be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or Responsive Statement of Position(s) or to place in dispute in timely response to another party's Statement of Position or response, except that no party will be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. As set forth in §102.66(d) of the Board's rules, if the employer fails to timely furnish the lists of employees, the employer will be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

**Conduct of Hearing:** If held, the hearing is usually open to the public and will be conducted by a hearing officer of the NLRB. Any party has the right to appear at any hearing in person, by counsel, or by other representative, to call, examine, and cross-examine witnesses, and to introduce into the record evidence of the significant facts that support the party's contentions and are relevant to the existence of a question of representation. The hearing officer also has the power to call, examine, and cross-examine witnesses and to introduce into the record documentary and other evidence. Witnesses will be examined orally under oath. The rules of evidence prevailing in courts of law or equity shall not be controlling. Parties appearing at any hearing who have or whose witnesses have disabilities falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, should notify the regional director as soon as possible and request the necessary assistance.

**Official Record:** An official reporter will make the only official transcript of the proceedings and all citations in briefs or arguments must refer to the official record. (Copies of exhibits should be supplied to the hearing officer and other parties at the time the exhibit is offered in evidence.) All statements made at the hearing will be recorded by the official reporter while the hearing is on the record. If a party wishes to make off-the-record remarks, requests to make such remarks should be directed to the hearing officer and not to the official reporter. After the close of the hearing, any request for corrections to the record, either by stipulation or motion, should be forwarded to the regional director.

**Motions and Objections:** All motions must be in writing unless stated orally on the record at the hearing and must briefly state the relief sought and the grounds for the motion. A copy of any motion must be served immediately on the other parties to the proceeding. Motions made during the hearing are filed with the hearing officer. All other motions are filed with the regional director, except that motions made after the transfer of the record to the Board are filed with the Board. If not E-Filed, an original and two copies of written motions shall be filed. Statements of reasons in support of motions or objections should be as concise as possible. Objections shall not be deemed waived by further participation in the hearing. On appropriate request, objections may be permitted to stand to an entire line of questioning. Automatic exceptions will be allowed to all adverse rulings.

**Election Details:** Prior to the close of the hearing the hearing officer will: (1) solicit the parties' positions (but will not permit litigation) on the type, date(s), time(s), and location(s) of the election and the eligibility period; (2) solicit the name, address, email address, facsimile number, and phone number of the employer's on-site representative to whom the regional director should transmit the Notice of Election if an election is directed; (3) inform the parties that the regional director will issue a decision as soon as practicable and will immediately transmit the document to the parties and their designated representatives by email, facsimile, or by overnight mail (if neither an email address nor facsimile number was provided); and

(4) inform the parties of their obligations if the director directs an election and of the time for complying with those obligations.

**Oral Argument and Briefs:** Upon request, any party is entitled to a reasonable period at the close of the hearing for oral argument, which will be included in the official transcript of the hearing. At any time before the close of the hearing, any party may file a memorandum addressing relevant issues or points of law. Post-hearing briefs shall be due within 5 business days of the close of the hearing. The hearing officer may allow up to 10 additional business days for such briefs prior to the close of hearing and for good cause. If filed, copies of the memorandum or brief shall be served on all other parties to the proceeding and a statement of such service shall be filed with the memorandum or brief. No reply brief may be filed except upon special leave of the regional director. Briefs including electronic documents, filed with the Regional Director must be formatted as double-spaced in an 8½ by 11 inch format and must be e-filed through the Board's website, [www.nlr.gov](http://www.nlr.gov).

**Regional Director Decision** - After the hearing, the regional director issues a decision directing an election, dismissing the petition or reopening the hearing. A request for review of the regional director's pre-election decision may be filed with the Board at any time after issuance of the decision until 10 business days after a final disposition of the proceeding by the regional director. Accordingly, a party need not file a request for review before the election in order to preserve its right to contest that decision after the election. Instead, a party can wait to see whether the election results have mooted the basis of an appeal. The Board will grant a request for review only where compelling reasons exist therefor.

**Voter List** – The employer must provide to the regional director and the parties named in the election agreement or direction of election a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cellular ("cell") telephone numbers) of all eligible voters. (In construction industry elections, unless the parties stipulate to the contrary, also eligible to vote are all employees in the unit who either (1) were employed a total of 30 working days or more within the 12 months preceding the election eligibility date or (2) had some employment in the 12 months preceding the election eligibility date and were employed 45 working days or more within the 24 months immediately preceding the election eligibility date. However, employees meeting either of those criteria who were terminated for cause or who quit voluntarily prior to the completion of the last job for which they were employed, are not eligible.) The employer must also include in a separate section of the voter list the same information for those individuals whom the parties have agreed should be permitted to vote subject to challenge or those individuals who, according to the direction of election, will be permitted to vote subject to challenge. The list of names must be alphabetized (overall or by department) and be in the same Microsoft Word file (or Microsoft Word compatible file) format as the initial lists provided with the Statement of Position form unless the parties agree to a different format or the employer certifies that it does not possess the capacity to produce the list in the required form. When feasible, the list must be filed electronically with the regional director and served electronically on the other parties named in the agreement or direction. To be timely filed and served, the voter list must be received by the regional director and the parties named in the agreement or direction respectively within 2 business days after the approval of the agreement or issuance of the direction of elections unless a longer time is specified in the agreement or direction. A certificate of service on all parties must be filed with the regional director when the voter list is filed. The employer's failure to file or serve the list within the specified time or in proper format shall be grounds for setting aside the election whenever proper and timely objections are filed. The parties shall not use the list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

**Waiver of Time to Use Voter List** – Under existing NLRB practice, an election is not ordinarily scheduled for a date earlier than 10 calendar days after the date when the employer must file the voter list with the Regional Office. However, the parties entitled to receive the voter list may waive all or part of the 10-day period by executing Form NLRB-4483. A waiver will not be effective unless all parties who are entitled to the list agree to waive the same number of days.

**Election** – Information about the election, requirements to post and distribute the Notice of Election, and possible proceedings after the election is available from the Regional Office and will be provided to the parties when the Notice of Election is sent to the parties.

**Withdrawal or Dismissal** – If it is determined that the NLRB does not have jurisdiction or that other criteria for proceeding to an election are not met, the petitioner is offered an opportunity to withdraw the petition. If the petitioner does not withdraw the petition, the regional director will dismiss the petition and advise the petitioner of the reason for the dismissal and of the right to appeal to the Board.



## **REVIEW THE FOLLOWING IMPORTANT INFORMATION BEFORE FILLING OUT A STATEMENT OF POSITION FORM**

**Completing and Filing this Form:** The Notice of Hearing indicates which parties are responsible for completing the form. If you are required to complete the form, you must have it signed by an authorized representative and file a completed copy (including all attachments) with the RD and serve copies on all parties named in the petition by the date and time established for its submission. If more space is needed for your answers, additional pages may be attached. If you have questions about this form or would like assistance in filling out this form, please contact the Board agent assigned to handle this case. **You must EFile your Statement of Position at [www.nlr.gov](http://www.nlr.gov), but unlike other e-Filed documents, it will *not* be timely if filed on the due date but after noon in the time zone of the Region where the petition was filed.**

***Note: Non-employer parties who complete this Statement of Position are NOT required to complete items 8f and 8g of the form, or to provide a commerce questionnaire or the lists described in item 7.***

**Required Lists:** The employer's Statement of Position must include a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. If the employer contends that the proposed unit is inappropriate, the employer must separately list the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit to make it an appropriate unit. The employer must also indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx).

**Consequences of Failure to Supply Information:** Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**STATEMENT OF POSITION**

**DO NOT WRITE IN THIS SPACE**

Case No.

10-RC-290176

Date Filed

February 7, 2022

**INSTRUCTIONS:** Submit this Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and all attachments on each party named in the petition in this case such that it is received by them by the date and time specified in the notice of hearing.

**Note:** Non-employer parties who complete this form are NOT required to complete items 8f or 8g below or to provide a commerce questionnaire or the lists described in item 7.

1a. Full name of party filing Statement of Position		1c. Business Phone:	1e. Fax No.:
1b. Address (Street and number, city, state, and ZIP code)		1d. Cell No.:	1f. e-Mail Address
2. Do you agree that the NLRB has jurisdiction over the Employer in this case? <input type="checkbox"/> Yes <input type="checkbox"/> No (A completed commerce questionnaire (Attachment A) must be submitted by the Employer, regardless of whether jurisdiction is admitted)			
3. Do you agree that the proposed unit is appropriate? <input type="checkbox"/> Yes <input type="checkbox"/> No (If not, answer 3a and 3b )			
a. State the basis for your contention that the proposed unit is not appropriate. (If you contend a classification should be excluded or included briefly explain why, such as shares a community of interest or are supervisors or guards )			
b. State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit.			
Added		Excluded	
4. Other than the individuals in classifications listed in 3b, list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contesting their eligibility.			
5. Is there a bar to conducting an election in this case? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the basis for your position.			
6. Describe all other issues you intend to raise at the pre-election hearing.			
7. The employer must provide the following lists which must be alphabetized (overall or by department) in the format specified at <a href="http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx">www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx</a> . (a) A list containing the full names, work locations, shifts and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of the petition who remain employed as of the date of the filing of the petition. (Attachment B) (b) If the employer contends that the proposed unit is inappropriate the employer must provide (1) a separate list containing the full names, work locations, shifts and job classifications of all individuals that it contends must be <i>added</i> to the proposed unit, if any to make it an appropriate unit, (Attachment C) and (2) a list containing the full names of any individuals it contends must be <i>excluded</i> from the proposed unit to make it an appropriate unit. (Attachment D)			
8a. State your position with respect to the details of any election that may be conducted in this matter. Type: <input type="checkbox"/> Manual <input type="checkbox"/> Mail <input type="checkbox"/> Mixed Manual/Mail			
8b. Date(s)	8c. Time(s)	8d. Location(s)	
8e. Eligibility Period (e.g. special eligibility formula)	8f. Last Payroll Period Ending Date	8g. Length of payroll period <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify length)	
<b>9. Representative who will accept service of all papers for purposes of the representation proceeding</b>			
9a. Full name and title of authorized representative	9b. Signature of authorized representative		9c. Date
9d. Address (Street and number, city, state, and ZIP code)			9e. e-Mail Address
9f. Business Phone No.:		9g. Fax No.	9h. Cell No.

**WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

## QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER 10-RC-290176
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## 1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

## 2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify )

## 3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES
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## 4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

## 5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

## 6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).

## 7A. PRINCIPAL LOCATION:

## 7B. BRANCH LOCATIONS:

## 8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:

B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT (Check the appropriate box): ☐ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR (FY DATES \_\_\_\_\_)

	YES	NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value. \$ _____		
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$ _____		
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$ _____		
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$ _____		
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$ _____		
H. Gross Revenues from all sales or performance of services (Check the largest amount) <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 or more If less than \$100,000, indicate amount.		
I. Did you begin operations within the last 12 months? If yes, specify date: _____		

## 10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO (If yes, name and address of association or group).

## 11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER
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## 12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)	SIGNATURE	E-MAIL ADDRESS	DATE
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## PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

## REVIEW THE FOLLOWING IMPORTANT INFORMATION BEFORE FILLING OUT A RESPONSIVE STATEMENT OF POSITION FORM

**Completing and Filing this Form:** For **RC and RD petitions**, the Petitioner is required to complete this form in response to each timely filed and served Statement of Position filed by another party. For **RM petitions**, the Employer-Petitioner must complete a Responsive Statement of Position form and submit the list described below. In accordance with Section 102.63(b) of the Board's Rules, if you are required to complete the form, you must have it signed by an authorized representative, and file a completed copy with any necessary attachments, with this office and serve it on all parties named in the petition responding to the issues raised in another party's Statement of Position, such that it is received no later than noon three business days before the date of the hearing. A separate form must be completed for each timely filed and properly served Statement of Position you receive. If more space is needed for your answers, additional pages may be attached. If you have questions about this form or would like assistance in filling out this form, please contact the Board agent assigned to handle this case. **You must E-File your Responsive Statement of Position at [www.NLRB.gov](http://www.NLRB.gov), but unlike other e-Filed documents, it will *not* be timely if filed on the due date but after noon in the time zone of the Region where the petition was filed. Note that if you are completing this form as a PDF downloaded from [www.NLRB.gov](http://www.NLRB.gov), the form will lock upon signature and no further editing may be made.**

**Required List:** In addition to responding to the issues raised in another party's Statement of Position, if any, the Employer-Petitioner in an RM case is required to file and serve on the parties a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. This list must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the list in the required form, the list must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx)

**Consequences of Failure to Submit a Responsive Statement of Position:** Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**RESPONSIVE STATEMENT OF POSITION – RC, RD or RM PETITION**

**DO NOT WRITE IN THIS SPACE**

Case No.  
10-RC-290176

Date Filed  
February 7, 2022

**INSTRUCTIONS:** If a party has submitted and served on you a timely Statement of Position to an RC, RD or RM petition, the Petitioner must submit this Responsive Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and any attachments on each party named in the petition in this case such that it is received by noon local time, three business days prior to the hearing date specified in the Notice of Hearing. A separate form must be completed for each timely filed and properly served Statement of Position received by the Petitioner. The Petitioner-Employer in a RM case is required to file this Responsive Statement of Position and include an appropriate employee list without regard to whether another party has filed a Statement of Position.

This Responsive Statement of Position is filed by the Petitioner in response to a Statement of Position received from the following party:

<b>The Employer</b>	<b>An Intervenor/Union</b>
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1a. Full Name of Party Filing Responsive Statement of Position

1c. Business Phone	1d. Cell No.	1e. Fax No.	1f. E-Mail Address
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1b. Address (Street and Number, City, State, and ZIP Code)

2. Identify all issues raised in the other party's Statement of Position that you dispute and describe the basis of your dispute:

**a. EMPLOYER NAME/IDENTITY** [Box 1a of Statement of Position Form NLRB-505 and Questionnaire on Commerce Information]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

**b. JURISDICTION** [Box 2 of Statement of Position Form NLRB-505 and Questionnaire on Commerce Information]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

**c. APPROPRIATENESS OF UNIT** [Boxes 3, 3a and 3b of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

**d. INDIVIDUAL ELIGIBILITY** [Box 4 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

**e. BARS TO ELECTION** [Box 5 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

**f. ALL OTHER ISSUES** [Box 6 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

**g. ELECTION DETAILS** [Boxes 8a, 8b, 8c, 8d, 8e, 8f, and 8g of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

Full Name and Title of Authorized Representative	Signature of Authorized Representative	Date
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**WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

**Please fill all necessary fields on the form PRIOR to digitally signing. To make changes after the form has been signed, right-click on the signature field and click "clear signature." Once complete, please sign the form.**



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 10  
401 W. Peachtree Street, NE  
Suite 472  
Atlanta, GA 30308

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (404)331-2896  
Fax: (404)331-2858



Download  
NLRB  
Mobile App

February 7, 2022

**URGENT**

baumann2468@gmail.com  
Chris Baumann, Assistant Regional Director  
Workers United, Southern Regional Joint Board  
1777 Phoenix Pkwy, Ste 230  
Atlanta, GA 30349-5444

Re: Starbucks Corporation  
Case 10-RC-290176

Dear Mr. Baumann:

The enclosed petition that you filed with the National Labor Relations Board (NLRB) has been assigned the above case number. This letter tells you how to contact the Board agent who will be handling this matter; explains your obligation to provide the originals of the showing of interest and the requirement that you complete and serve a Responsive Statement of Position form in response to each timely filed and served Statement(s) of Position; notifies you of a hearing; describes the employer's obligation to post and distribute a Notice of Petition for Election, complete a Statement of Position and provide a voter list; requests that you provide certain information; notifies you of your right to be represented; and discusses some of our procedures including how to submit documents to the NLRB.

**Investigator:** This petition will be investigated by Field Examiner Anna M. Cobb whose telephone number is (470)343-7476. The Board agent will contact you shortly to discuss processing the petition. If you have any questions, please do not hesitate to call the Board agent. The Board agent may also contact you and the other party or parties to schedule a conference meeting or telephonic or video conference for some time before the close of business the day following receipt of the final Responsive Statement(s) of Position. This will give the parties sufficient time to determine if any issues can be resolved prior to hearing or if a hearing is necessary. If the agent is not available, you may contact Supervisory Field Attorney Matthew Turner whose telephone number is (470)343-7497. If appropriate, the NLRB attempts to schedule an election either by agreement of the parties or by holding a hearing and then directing an election.

**Showing of Interest:** If the Showing of Interest you provided in support of your petition was submitted electronically or by fax, the original documents which constitute the Showing of Interest containing handwritten signatures must be delivered to the Regional office within **2 business days**. If the originals are not received within that time the Region will dismiss your petition.



**Notice of Hearing:** Enclosed is a Notice of Representation Hearing to be conducted at **10:00 a.m. EST on Monday, February 28, 2022 via Video Conference**, if the parties do not voluntarily agree to an election. If a hearing is necessary, the hearing will run on consecutive days until concluded unless the regional director concludes that extraordinary circumstances warrant otherwise. Before the hearing begins, we will continue to explore potential areas of agreement with the parties in order to reach an election agreement and to eliminate or limit the costs associated with formal hearings.

Upon request of a party showing good cause, the regional director may postpone the hearing. A party desiring a postponement should make the request to the regional director in writing, set forth in detail the grounds for the request, and include the positions of the other parties regarding the postponement. E-Filing the request is required. A copy of the request must be served simultaneously on all the other parties, and that fact must be noted in the request.

**Posting and Distribution of Notice:** The Employer must post the enclosed Notice of Petition for Election by **Monday, February 14, 2022** in conspicuous places, including all places where notices to employees are customarily posted. If it customarily communicates electronically with its employees in the petitioned-for unit, it must also distribute the notice electronically to them. The Employer must maintain the posting until the petition is dismissed or withdrawn or this notice is replaced by the Notice of Election. Failure to post or distribute the notice may be grounds for setting aside the election if proper and timely objections are filed.

**Statement of Position:** In accordance with Section 102.63(b) of the Board's Rules, the Employer is required to complete the enclosed Statement of Position form, have it signed by an authorized representative, and file a completed copy with any necessary attachments, with this office and serve it on all parties named in the petition by **noon Eastern Time on Thursday, February 17, 2022**. The Statement of Position must include a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. If the Employer contends that the proposed unit is inappropriate, it must separately list the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit to make it an appropriate unit. The Employer must also indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit.

**Required Responsive Statement of Position (RSOP):** In accordance with Section 102.63(b) of the Board's Rules, following timely filing and service of a Statement of Position, the petitioner is required to complete the enclosed Responsive Statement of Position form addressing issues raised in any Statement(s) of Position. The petitioner must file a complete, signed RSOP in response to all other parties' timely filed and served Statement of Position, with all required attachments, with this office and serve it on all parties named in the petition such that it is received by them by **noon Eastern Time on Wednesday, February 23, 2022**. This form solicits information that will facilitate entry into election agreements or streamline the pre-election hearing if the parties are unable to enter into an election agreement. **This form must be e-Filed, but unlike other e-Filed documents, will not be timely if filed on the due date but**

**after noon Eastern Time.** If you have questions about this form or would like assistance in filling out this form, please contact the Board agent named above.

*Failure to Supply Information:* Failure to supply the information requested by the RSOP form may preclude you from litigating issues under Section 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§ 102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

**Voter List:** If an election is held in this matter, the Employer must transmit to this office and to the other parties to the election, an alphabetized list of the full names and addresses of all eligible voters, including their shifts, job classifications, work locations, and other contact information including available personal email addresses and available personal home and cellular telephone numbers. Usually, the list must be furnished within 2 business days of the issuance of the Decision and Direction of Election or approval of an election agreement. The list must be electronically filed with the Region and served electronically on the other parties. To guard against potential abuse, this list may not be used for purposes other than the representation proceeding, NLRB proceedings arising from it or other related matters.

Under existing NLRB practice, an election is not ordinarily scheduled for a date earlier than 10 days after the date when the Employer must file the voter list with the Regional Office. However, a petitioner and/or union entitled to receive the voter list may waive all or part of the 10-day period by executing Form NLRB-4483, which is available on the NLRB's website or from an NLRB office. A waiver will not be effective unless all parties who are entitled to the voter list agree to waive the same number of days.



**Information Needed Now:** Please submit to this office, as soon as possible, the following information needed to handle this matter:

- (a) The correct name of the Union as stated in its constitution or bylaws.
- (b) A copy of any existing or recently expired collective-bargaining agreements, and any amendments or extensions, or any recognition agreements covering any employees in the petitioned-for unit.
- (c) If potential voters will need notices or ballots translated into a language other than English, the names of those languages and dialects, if any.
- (d) The name and contact information for any other labor organization (union) claiming to represent or have an interest in any of the employees in the petitioned-for unit and for any employer who may be a joint employer of the employees in the proposed unit. Failure to disclose the existence of an interested party may delay the processing of the petition.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before the NLRB. In view of our policy of processing these cases expeditiously, if you wish to be represented, you should obtain representation promptly. Your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If someone contacts you about representing you in this case, please be assured that no organization or person seeking your business has any “inside knowledge” or favored relationship with the NLRB. Their knowledge regarding this matter was obtained only through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Procedures:** Pursuant to Section 102.5 of the Board’s Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency’s web site ([www.nlr.gov](http://www.nlr.gov)). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determinations solely based on the documents and evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the petition.

Information about the NLRB and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request. We can provide assistance

for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read 'LHenderson', with a long horizontal line extending to the right.

LISA Y. HENDERSON  
Regional Director

Enclosures

1. Petition
2. Notice of Petition for Election (Form 5492)
3. Notice of Representation Hearing
4. Description of Procedures in Certification and Decertification Cases (Form 4812)
5. Statement of Position form and Commerce Questionnaire (Form 505)
6. Responsive Statement of Position (Form 506)

cc: Michael B. Schoenfeld, Attorney  
Stanford Fagan LLC  
2540 Lakewood Ave SW  
Atlanta, GA 30315



## National Labor Relations Board



# NOTICE OF PETITION FOR ELECTION

This notice is to inform employees that Workers United, Southern Regional Joint Board has filed a petition with the National Labor Relations Board (NLRB), a Federal agency, in Case 10-RC-290176 seeking an election to become certified as the representative of the employees of Starbucks Corporation in the unit set forth below:

**Included:** All full-time and regular part-time Baristas, Shift Supervisors, Asst. Store Managers

**Excluded:** Store Managers, office clericals, guards, and supervisors as defined by the Act

This notice also provides you with information about your basic rights under the National Labor Relations Act, the processing of the petition, and rules to keep NLRB elections fair and honest.

## YOU HAVE THE RIGHT under Federal Law

- To self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of your own choosing
- To act together for the purposes of collective bargaining or other mutual aid or protection
- To refuse to do any or all of these things unless the union and employer, in a state where such agreements are permitted, enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustments).

## PROCESSING THIS PETITION

Elections do not necessarily occur in all cases after a petition is filed. **NO FINAL DECISIONS HAVE BEEN MADE YET** regarding the appropriateness of the proposed unit or whether an election will be held in this matter. If appropriate, the NLRB will first see if the parties will enter into an election agreement that specifies the method, date, time, and location of an election and the unit of employees eligible to vote. If the parties do not enter into an election agreement, usually a hearing is held to receive evidence on the appropriateness of the unit and other issues in dispute. After a hearing, an election may be directed by the NLRB, if appropriate.

**IF AN ELECTION IS HELD**, it will be conducted by the NLRB by secret ballot and Notices of Election will be posted before the election giving complete details for voting.

# ELECTION RULES

The NLRB applies rules that are intended to keep its elections fair and honest and that result in a free choice. If agents of any party act in such a way as to interfere with your right to a free election, the election can be set aside by the NLRB. Where appropriate the NLRB provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with employees' rights and may result in setting aside the election:

- Threatening loss of jobs or benefits by an employer or a union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises
- An employer firing employees to discourage or encourage union activity or a union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time, where attendance is mandatory, within the 24-hour period before the polls for the election first open or, if the election is conducted by mail, from the time and date the ballots are scheduled to be sent out by the Region until the time and date set for their return
- Incitement by either an employer or a union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a union or an employer to influence their votes

Please be assured that IF AN ELECTION IS HELD, every effort will be made to protect your right to a free choice under the law. Improper conduct will not be permitted. All parties are expected to cooperate fully with the NLRB in maintaining basic principles of a fair election as required by law. The NLRB as an agency of the United States Government does not endorse any choice in the election.

For additional information about the processing of petitions, go to [www.nlr.gov](http://www.nlr.gov) or contact the NLRB at (404)331-2896.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND MUST NOT BE DEFACED BY ANYONE. IT MUST REMAIN POSTED WITH ALL PAGES SIMULTANEOUSLY VISIBLE UNTIL REPLACED BY THE NOTICE OF ELECTION OR THE PETITION IS DISMISSED OR WITHDRAWN.



## National Labor Relations Board





**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 10**



<b>Starbucks Corporation</b>  <b>Employer</b>  <b>and</b>  <b>Workers United, Southern Regional Joint Board</b>  <b>Petitioner</b>	<b>Case 10-RC-290176</b>
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**NOTICE OF REPRESENTATION HEARING**

The Petitioner filed the attached petition pursuant to Section 9(c) of the National Labor Relations Act. It appears that a question affecting commerce exists as to whether the employees in the unit described in the petition wish to be represented by a collective-bargaining representative as defined in Section 9(a) of the Act.

YOU ARE HEREBY NOTIFIED that, pursuant to Sections 3(b) and 9(c) of the Act, at 10:00 a.m. EST on **Monday, February 28, 2022** and on consecutive days thereafter until concluded, a hearing will be conducted with the National Labor Relations Board via Zoom Videoconference, before a hearing officer of the National Labor Relations Board. At the hearing, the parties will have the right to appear in person or otherwise, and give testimony.

YOU ARE FURTHER NOTIFIED that, pursuant to Section 102.63(b) of the Board's Rules and Regulations, Starbucks Corporation must complete the Statement of Position and file it and all attachments with the Regional Director and serve it on the parties listed on the petition such that is received by them by no later than **noon** Eastern time on February 17, 2022. Following timely filing and service of a Statement of Position by Starbucks Corporation, the Petitioner must complete its Responsive Statement of Position(s) responding to the issues raised in the Employer's and/or Union's Statement of Position and file them and all attachments with the Regional Director and serve them on the parties named in the petition such they are received by them no later than **noon** Eastern on February 23, 2022.

**Pursuant to Section 102.5 of the Board's Rules and Regulations, all documents filed in cases before the Agency must be filed by electronically submitting (E-Filing) through the Agency's website ([www.nlrb.gov](http://www.nlrb.gov)), unless the party filing the document does not have access to the means for filing electronically or filing electronically would impose an undue burden.** Documents filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Detailed instructions for using the NLRB's E-Filing system can be found in the [E-Filing System User Guide](#)

The Statement of Position and Responsive Statement of Position must be E-Filed but, unlike other E-Filed documents, must be filed by **noon** Eastern on the due date in order to be timely. If an election agreement is signed by all parties and returned to the Regional Office before the due date of the Statement of Position, the Statement of Position and Responsive Statement of Position are not required to be filed. If an election agreement is signed by all parties and returned to the Regional office after the due date of the Statement of Position but before the due date of the Responsive Statement of Position, the Responsive Statement of Position is not required to be filed.



Dated: February 7, 2022

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LISA Y. HENDERSON  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 10  
401 W. Peachtree Street, NE  
Suite 472  
Atlanta, GA 30308

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

<b>Starbucks Corporation</b>  <b>Employer</b>  <b>and</b> <b>Workers United, Southern Regional Joint Board</b>  <b>Petitioner</b>	<b>Case 10-RC-290176</b>
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**AFFIDAVIT OF SERVICE OF: Petition dated February 7, 2022, Notice of Representation Hearing dated February 7, 2022, Description of Procedures in Certification and Decertification Cases (Form NLRB-4812), Notice of Petition for Election, Responsive Statement of Position Form (Form NLRB-506), and Statement of Position Form (Form NLRB-505).**

I, Stephen J. Waring, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on February 7, 2022, I served the above documents by electronic mail and regular mail upon the following persons, addressed to them at the following addresses:

Kevin Johnson, President and CEO  
Starbucks Corporation  
2401 Utah Ave S Ste 800  
Seattle, WA 98134-1435  
kevin.johnson@starbucks.com

Attiya Armstrong, District Manager  
Starbucks Corporation  
1801 Howell Mill Rd NW  
Atlanta, GA 30318  
atarmstr@starbucks.com

Michael B. Schoenfeld, Attorney  
Stanford Fagan LLC  
2540 Lakewood Ave SW  
Atlanta, GA 30315  
michaels@sfglawyers.com

Chris Baumann, Assistant Regional Director  
SEIU Workers United Southern Region  
1777 Phoenix Pkwy, Ste 230  
Atlanta, GA 30349-5444  
baumann2468@gmail.com

February 7, 2022  
\_\_\_\_\_  
Date

Stephen J. Waring  
Designated Agent of NLRB  
\_\_\_\_\_  
Name

/s/ Stephen J. Waring  
\_\_\_\_\_  
Signature

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

DESCRIPTION OF REPRESENTATION CASE PROCEDURES  
IN CERTIFICATION AND DECERTIFICATION CASES

The National Labor Relations Act grants employees the right to bargain collectively through representatives of their own choosing and to refrain from such activity. A party may file an RC, RD or RM petition with the National Labor Relations Board (NLRB) to conduct a secret ballot election to determine whether a representative will represent, or continue to represent, a unit of employees. An **RC** petition is generally filed by a union that desires to be certified as the bargaining representative. An **RD** petition is filed by employees who seek to remove the currently recognized union as the bargaining representative. An **RM** petition is filed by an employer who seeks an election because one or more individuals or unions have sought recognition as the bargaining representative, or based on a reasonable belief supported by objective considerations that the currently recognized union has lost its majority status. This form generally describes representation case procedures in RC, RD and RM cases, also referred to as certification and decertification cases.

**Right to be Represented** – Any party to a case with the NLRB has the right to be represented by an attorney or other representative in any proceeding before the NLRB. A party wishing to have a representative appear on its behalf should have the representative complete a Notice of Appearance (Form NLRB-4701), and E-File it at [www.nlr.gov](http://www.nlr.gov) or forward it to the NLRB Regional Office handling the petition as soon as possible.

**Filing and Service of Petition** – A party filing an RC, RD or RM petition is required to serve a copy of its petition on the parties named in the petition along with this form and the Statement of Position form. The petitioner files the petition with the NLRB, together with (1) a certificate showing service of these documents on the other parties named in the petition, and (2) a showing of interest to support the petition. The showing of interest is not served on the other parties.

**Notice of Hearing** – After a petition in a certification or decertification case is filed with the NLRB, the NLRB reviews the petition, certificate of service, and the required showing of interest for sufficiency, assigns the petition a case number, and promptly sends letters to the parties notifying them of the Board agent who will be handling the case. In most cases, the letters include a Notice of Representation Hearing. Except in cases presenting unusually complex issues, this pre-election hearing is set for a date 14 business days (excluding weekends and federal holidays) from the date of service of the notice of hearing. Once the hearing begins, it will continue day to day until completed absent extraordinary circumstances. The Notice of Representation Hearing also sets the due date for filing and serving the Statement(s) of Position and the Responsive Statement of Position(s). Included with the Notice of Representation Hearing are the following: (1) copy of the petition, (2) this form, (3) Statement of Position for non-petitioning parties, (4) petitioner's Responsive Statement of Position, (5) Notice of Petition for Election, and (6) letter advising how to contact the Board agent who will be handling the case and discussing those documents.

**Hearing Postponement:** Requests to postpone the hearing are not routinely granted, but the regional director may postpone the hearing for good cause. A party wishing to request a postponement should make the request in writing and set forth in detail the grounds for the request. The request should include the positions of the other parties regarding the postponement. The request must be filed electronically ("E-Filed") on the Agency's website ([www.nlr.gov](http://www.nlr.gov)) by following the instructions on the website. A copy of the request must be served simultaneously on all the other parties, and that fact must be noted in the request.

**Statement of Position Form and List(s) of Employees** – The Statement of Position form solicits commerce and other information that will facilitate entry into election agreements or streamline the pre-election hearing if the parties are unable to enter into an election agreement. In an **RC** or **RD** case, as part of its Statement of Position form, the employer also provides a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit. If the employer contends that the proposed unit is not appropriate, the employer must separately list the same information for all individuals that the employer contends must be added to the proposed unit to make it an appropriate unit, and must further indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx)



Ordinarily the Statement of Position must be filed with the Regional Office and served on the other parties such that it is received by them by noon 8 business days from the issuance of the Notice of Hearing. The regional director may postpone the due date for filing and serving the Statement of Position for good cause. The Statement of Position form must be E-Filed but, unlike other E-Filed documents, will not be timely if filed on the due date but after noon in the time zone of the Region where the petition is filed. Consequences for failing to satisfy the Statement of Position requirement are discussed on the following page under the heading "Preclusion." A request to postpone the hearing will not automatically be treated as a request for an extension of the Statement of Position due date. If a party wishes to request both a postponement of the hearing and a postponement of the Statement of Position due date, the request must make that clear and must specify the reasons that postponements of both are sought.

**Responsive Statement of Position** – Petitioner's Responsive Statement(s) of Position solicits a response to the Statement(s) of Position filed by the other parties and further facilitates entry into election agreements or streamlines the preelection hearing. A petitioner must file a Responsive Statement of Position in response to each party's Statement of Position addressing each issue in each Statement of Position(s), if desired. In the case of an RM petition, the employer-petitioner must also provide commerce information and file and serve a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit. Ordinarily, the Responsive Statement of Position must be electronically filed with the Regional Office and served on the other parties such that it is received by noon 3 business days prior to the hearing. The regional director may postpone the due date for filing and serving the Responsive Statement of Position for good cause. The Responsive Statement of Position form must be E-Filed but, unlike other E-Filed documents, will not be timely if filed on the due date but after noon in the time zone of the Region where the petition is filed. Consequences for failing to satisfy the Responsive Statement of Position requirement are discussed on the following page under the heading "Preclusion." A request to postpone the hearing will not automatically be treated as a request for an extension of the Responsive Statement of Position due date. If a party wishes to request both a postponement of the hearing and a Postponement of the Responsive Statement of Position due date, the request must make that clear and must specify the reasons that postponements of both are sought.

**Posting and Distribution of Notice of Petition for Election** – Within 5 business days after service of the notice of hearing, the employer must post the Notice of Petition for Election in conspicuous places, including all places where notices to employees are customarily posted, and must also distribute it electronically to the employees in the petitioned-for unit if the employer customarily communicates with these employees electronically. The employer must maintain the posting until the petition is dismissed or withdrawn, or the Notice of Petition for Election is replaced by the Notice of Election. The employer's failure properly to post or distribute the Notice of Petition for Election may be grounds for setting aside the election if proper and timely objections are filed.

**Election Agreements** – Elections can occur either by agreement of the parties or by direction of the regional director or the Board. Three types of agreements are available: (1) a Consent Election Agreement (Form NLRB-651); (2) a Stipulated Election Agreement (Form NLRB-652); and (3) a Full Consent Agreement (Form NLRB-5509). In the Consent Election Agreement and the Stipulated Election Agreement, the parties agree on an appropriate unit and the method, date, time, and place of a secret ballot election that will be conducted by an NLRB agent. In the Consent Agreement, the parties also agree that post-election matters (election objections or determinative challenged ballots) will be resolved with finality by the regional director; whereas in the Stipulated Election Agreement, the parties agree that they may request Board review of the regional director's post-election determinations. A Full Consent Agreement provides that the regional director will make final determinations regarding all pre-election and post-election issues.

**Hearing Cancellation Based on Agreement of the Parties** – The issuance of the Notice of Representation Hearing does not mean that the matter cannot be resolved by agreement of the parties. On the contrary, the NLRB encourages prompt voluntary adjustments and the Board agent assigned to the case will work with the parties to enter into an election agreement, so the parties can avoid the time and expense of participating in a hearing.

**Hearing** – A hearing will be held unless the parties enter into an election agreement approved by the regional director or the petition is dismissed or withdrawn.

**Purpose of Hearing:** The primary purpose of a pre-election hearing is to determine if a question of representation exists. A question of representation exists if a proper petition has been filed concerning a unit appropriate for the purpose of collective bargaining or, in the case of a decertification petition, concerning a unit in which a labor organization has been certified or is being currently recognized by the employer as the bargaining representative.

**Issues at Hearing:** Issues that might be litigated at the pre-election hearing include: jurisdiction; labor organization status; bars to elections; unit appropriateness; expanding and contracting unit issues; inclusion of professional employees with nonprofessional employees; seasonal operation; potential mixed guard/non-guard unit; and eligibility formulas. At the hearing, the timely filed Statement of Position and Responsive Statement of Position(s) will be received into evidence. The hearing officer will not receive evidence concerning any issue as to which the parties have not taken adverse positions, except for evidence regarding the Board's jurisdiction over the employer and evidence concerning any issue, such as the appropriateness of the proposed unit, as to which the regional director determines that record evidence is necessary.

**Preclusion:** At the hearing, a party will be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or Responsive Statement of Position(s) or to place in dispute in timely response to another party's Statement of Position or response, except that no party will be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. As set forth in §102.66(d) of the Board's rules, if the employer fails to timely furnish the lists of employees, the employer will be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

**Conduct of Hearing:** If held, the hearing is usually open to the public and will be conducted by a hearing officer of the NLRB. Any party has the right to appear at any hearing in person, by counsel, or by other representative, to call, examine, and cross-examine witnesses, and to introduce into the record evidence of the significant facts that support the party's contentions and are relevant to the existence of a question of representation. The hearing officer also has the power to call, examine, and cross-examine witnesses and to introduce into the record documentary and other evidence. Witnesses will be examined orally under oath. The rules of evidence prevailing in courts of law or equity shall not be controlling. Parties appearing at any hearing who have or whose witnesses have disabilities falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, should notify the regional director as soon as possible and request the necessary assistance.

**Official Record:** An official reporter will make the only official transcript of the proceedings and all citations in briefs or arguments must refer to the official record. (Copies of exhibits should be supplied to the hearing officer and other parties at the time the exhibit is offered in evidence.) All statements made at the hearing will be recorded by the official reporter while the hearing is on the record. If a party wishes to make off-the-record remarks, requests to make such remarks should be directed to the hearing officer and not to the official reporter. After the close of the hearing, any request for corrections to the record, either by stipulation or motion, should be forwarded to the regional director.

**Motions and Objections:** All motions must be in writing unless stated orally on the record at the hearing and must briefly state the relief sought and the grounds for the motion. A copy of any motion must be served immediately on the other parties to the proceeding. Motions made during the hearing are filed with the hearing officer. All other motions are filed with the regional director, except that motions made after the transfer of the record to the Board are filed with the Board. If not E-Filed, an original and two copies of written motions shall be filed. Statements of reasons in support of motions or objections should be as concise as possible. Objections shall not be deemed waived by further participation in the hearing. On appropriate request, objections may be permitted to stand to an entire line of questioning. Automatic exceptions will be allowed to all adverse rulings.

**Election Details:** Prior to the close of the hearing the hearing officer will: (1) solicit the parties' positions (but will not permit litigation) on the type, date(s), time(s), and location(s) of the election and the eligibility period; (2) solicit the name, address, email address, facsimile number, and phone number of the employer's on-site representative to whom the regional director should transmit the Notice of Election if an election is directed; (3) inform the parties that the regional director will issue a decision as soon as practicable and will immediately transmit the document to the parties and their designated representatives by

email, facsimile, or by overnight mail (if neither an email address nor facsimile number was provided); and (4) inform the parties of their obligations if the director directs an election and of the time for complying with those obligations.

**Oral Argument and Briefs:** Upon request, any party is entitled to a reasonable period at the close of the hearing for oral argument, which will be included in the official transcript of the hearing. At any time before the close of the hearing, any party may file a memorandum addressing relevant issues or points of law. Post-hearing briefs shall be due within 5 business days of the close of the hearing. The hearing officer may allow up to 10 additional business days for such briefs prior to the close of hearing and for good cause. If filed, copies of the memorandum or brief shall be served on all other parties to the proceeding and a statement of such service shall be filed with the memorandum or brief. No reply brief may be filed except upon special leave of the regional director. Briefs including electronic documents, filed with the Regional Director must be formatted as double-spaced in an 8½ by 11 inch format and must be e-filed through the Board's website, [www.nlrb.gov](http://www.nlrb.gov).

**Regional Director Decision** - After the hearing, the regional director issues a decision directing an election, dismissing the petition or reopening the hearing. A request for review of the regional director's pre-election decision may be filed with the Board at any time after issuance of the decision until 10 business days after a final disposition of the proceeding by the regional director. Accordingly, a party need not file a request for review before the election in order to preserve its right to contest that decision after the election. Instead, a party can wait to see whether the election results have mooted the basis of an appeal. The Board will grant a request for review only where compelling reasons exist therefor.

**Voter List** – The employer must provide to the regional director and the parties named in the election agreement or direction of election a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cellular ("cell") telephone numbers) of all eligible voters. (In construction industry elections, unless the parties stipulate to the contrary, also eligible to vote are all employees in the unit who either (1) were employed a total of 30 working days or more within the 12 months preceding the election eligibility date or (2) had some employment in the 12 months preceding the election eligibility date and were employed 45 working days or more within the 24 months immediately preceding the election eligibility date. However, employees meeting either of those criteria who were terminated for cause or who quit voluntarily prior to the completion of the last job for which they were employed, are not eligible.) The employer must also include in a separate section of the voter list the same information for those individuals whom the parties have agreed should be permitted to vote subject to challenge or those individuals who, according to the direction of election, will be permitted to vote subject to challenge. The list of names must be alphabetized (overall or by department) and be in the same Microsoft Word file (or Microsoft Word compatible file) format as the initial lists provided with the Statement of Position form unless the parties agree to a different format or the employer certifies that it does not possess the capacity to produce the list in the required form. When feasible, the list must be filed electronically with the regional director and served electronically on the other parties named in the agreement or direction. To be timely filed and served, the voter list must be received by the regional director and the parties named in the agreement or direction respectively within 2 business days after the approval of the agreement or issuance of the direction of elections unless a longer time is specified in the agreement or direction. A certificate of service on all parties must be filed with the regional director when the voter list is filed. The employer's failure to file or serve the list within the specified time or in proper format shall be grounds for setting aside the election whenever proper and timely objections are filed. The parties shall not use the list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

**Waiver of Time to Use Voter List** – Under existing NLRB practice, an election is not ordinarily scheduled for a date earlier than 10 calendar days after the date when the employer must file the voter list with the Regional Office. However, the parties entitled to receive the voter list may waive all or part of the 10-day period by executing Form NLRB-4483. A waiver will not be effective unless all parties who are entitled to the list agree to waive the same number of days.

**Election** – Information about the election, requirements to post and distribute the Notice of Election, and possible proceedings after the election is available from the Regional Office and will be provided to the parties when the Notice of Election is sent to the parties.

**Withdrawal or Dismissal** – If it is determined that the NLRB does not have jurisdiction or that other criteria for proceeding to an election are not met, the petitioner is offered an opportunity to withdraw the petition. If the petitioner does not withdraw the petition, the regional director will dismiss the petition and advise the petitioner of the reason for the dismissal and of the right to appeal to the Board.

## **REVIEW THE FOLLOWING IMPORTANT INFORMATION BEFORE FILLING OUT A STATEMENT OF POSITION FORM**

**Completing and Filing this Form:** The Notice of Hearing indicates which parties are responsible for completing the form. If you are required to complete the form, you must have it signed by an authorized representative and file a completed copy (including all attachments) with the RD and serve copies on all parties named in the petition by the date and time established for its submission. If more space is needed for your answers, additional pages may be attached. If you have questions about this form or would like assistance in filling out this form, please contact the Board agent assigned to handle this case. **You must EFile your Statement of Position at [www.nlr.gov](http://www.nlr.gov), but unlike other e-Filed documents, it will *not* be timely if filed on the due date but after noon in the time zone of the Region where the petition was filed.**

***Note: Non-employer parties who complete this Statement of Position are NOT required to complete items 8f and 8g of the form, or to provide a commerce questionnaire or the lists described in item 7.***

**Required Lists:** The employer's Statement of Position must include a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. If the employer contends that the proposed unit is inappropriate, the employer must separately list the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit to make it an appropriate unit. The employer must also indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx).

**Consequences of Failure to Supply Information:** Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**STATEMENT OF POSITION**

**DO NOT WRITE IN THIS SPACE**

Case No.

10-RC-290176

Date Filed

February 7, 2022

**INSTRUCTIONS:** Submit this Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and all attachments on each party named in the petition in this case such that it is received by them by the date and time specified in the notice of hearing.

**Note:** Non-employer parties who complete this form are NOT required to complete items 8f or 8g below or to provide a commerce questionnaire or the lists described in item 7.

1a. Full name of party filing Statement of Position		1c. Business Phone:	1e. Fax No.:
1b. Address (Street and number, city, state, and ZIP code)		1d. Cell No.:	1f. e-Mail Address
2. Do you agree that the NLRB has jurisdiction over the Employer in this case? <input type="checkbox"/> Yes <input type="checkbox"/> No (A completed commerce questionnaire (Attachment A) must be submitted by the Employer, regardless of whether jurisdiction is admitted)			
3. Do you agree that the proposed unit is appropriate? <input type="checkbox"/> Yes <input type="checkbox"/> No (If not, answer 3a and 3b )			
a. State the basis for your contention that the proposed unit is not appropriate. (If you contend a classification should be excluded or included briefly explain why, such as shares a community of interest or are supervisors or guards )			
b. State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit.			
Added		Excluded	
4. Other than the individuals in classifications listed in 3b, list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contesting their eligibility.			
5. Is there a bar to conducting an election in this case? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the basis for your position.			
6. Describe all other issues you intend to raise at the pre-election hearing.			
7. The employer must provide the following lists which must be alphabetized (overall or by department) in the format specified at <a href="http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx">www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx</a> . (a) A list containing the full names, work locations, shifts and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of the petition who remain employed as of the date of the filing of the petition. (Attachment B) (b) If the employer contends that the proposed unit is inappropriate the employer must provide (1) a separate list containing the full names, work locations, shifts and job classifications of all individuals that it contends must be <i>added</i> to the proposed unit, if any to make it an appropriate unit, (Attachment C) and (2) a list containing the full names of any individuals it contends must be <i>excluded</i> from the proposed unit to make it an appropriate unit. (Attachment D)			
8a. State your position with respect to the details of any election that may be conducted in this matter. Type: <input type="checkbox"/> Manual <input type="checkbox"/> Mail <input type="checkbox"/> Mixed Manual/Mail			
8b. Date(s)	8c. Time(s)	8d. Location(s)	
8e. Eligibility Period (e.g. special eligibility formula)	8f. Last Payroll Period Ending Date	8g. Length of payroll period <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify length)	
<b>9. Representative who will accept service of all papers for purposes of the representation proceeding</b>			
9a. Full name and title of authorized representative		9b. Signature of authorized representative	9c. Date
9d. Address (Street and number, city, state, and ZIP code)			9e. e-Mail Address
9f. Business Phone No.:		9g. Fax No.	9h. Cell No.

**WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

## QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER 10-RC-290176
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## 1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

## 2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify )

## 3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES
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## 4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

## 5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

## 6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).

## 7A. PRINCIPAL LOCATION:

## 7B. BRANCH LOCATIONS:

## 8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:

B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT (Check the appropriate box): ☐ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR (FY DATES \_\_\_\_\_)

	YES	NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value. \$ _____		
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$ _____		
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$ _____		
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$ _____		
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$ _____		
H. Gross Revenues from all sales or performance of services (Check the largest amount) <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 or more If less than \$100,000, indicate amount.		
I. Did you begin operations within the last 12 months? If yes, specify date: _____		

## 10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO (If yes, name and address of association or group).

## 11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER
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## 12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)	SIGNATURE	E-MAIL ADDRESS	DATE
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## PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.



## REVIEW THE FOLLOWING IMPORTANT INFORMATION BEFORE FILLING OUT A RESPONSIVE STATEMENT OF POSITION FORM

**Completing and Filing this Form:** For **RC and RD petitions**, the Petitioner is required to complete this form in response to each timely filed and served Statement of Position filed by another party. For **RM petitions**, the Employer-Petitioner must complete a Responsive Statement of Position form and submit the list described below. In accordance with Section 102.63(b) of the Board's Rules, if you are required to complete the form, you must have it signed by an authorized representative, and file a completed copy with any necessary attachments, with this office and serve it on all parties named in the petition responding to the issues raised in another party's Statement of Position, such that it is received no later than noon three business days before the date of the hearing. A separate form must be completed for each timely filed and properly served Statement of Position you receive. If more space is needed for your answers, additional pages may be attached. If you have questions about this form or would like assistance in filling out this form, please contact the Board agent assigned to handle this case. **You must E-File your Responsive Statement of Position at [www.NLRB.gov](http://www.NLRB.gov), but unlike other e-Filed documents, it will *not* be timely if filed on the due date but after noon in the time zone of the Region where the petition was filed. Note that if you are completing this form as a PDF downloaded from [www.NLRB.gov](http://www.NLRB.gov), the form will lock upon signature and no further editing may be made.**

**Required List:** In addition to responding to the issues raised in another party's Statement of Position, if any, the Employer-Petitioner in an RM case is required to file and serve on the parties a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. This list must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the list in the required form, the list must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx)

**Consequences of Failure to Submit a Responsive Statement of Position:** Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**RESPONSIVE STATEMENT OF POSITION – RC, RD or RM PETITION**

**DO NOT WRITE IN THIS SPACE**

Case No.  
10-RC-290176

Date Filed  
February 7, 2022

**INSTRUCTIONS:** If a party has submitted and served on you a timely Statement of Position to an RC, RD or RM petition, the Petitioner must submit this Responsive Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and any attachments on each party named in the petition in this case such that it is received by noon local time, three business days prior to the hearing date specified in the Notice of Hearing. A separate form must be completed for each timely filed and properly served Statement of Position received by the Petitioner. The Petitioner-Employer in a RM case is required to file this Responsive Statement of Position and include an appropriate employee list without regard to whether another party has filed a Statement of Position.

This Responsive Statement of Position is filed by the Petitioner in response to a Statement of Position received from the following party:

<b>The Employer</b>	<b>An Intervenor/Union</b>
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1a. Full Name of Party Filing Responsive Statement of Position			
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1c. Business Phone	1d. Cell No.	1e. Fax No.	1f. E-Mail Address
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1b. Address (Street and Number, City, State, and ZIP Code)			
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2. Identify all issues raised in the other party's Statement of Position that you dispute and describe the basis of your dispute:

**a. EMPLOYER NAME/IDENTITY** [Box 1a of Statement of Position Form NLRB-505 and Questionnaire on Commerce Information]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

**b. JURISDICTION** [Box 2 of Statement of Position Form NLRB-505 and Questionnaire on Commerce Information]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

**c. APPROPRIATENESS OF UNIT** [Boxes 3, 3a and 3b of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

**d. INDIVIDUAL ELIGIBILITY** [Box 4 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

**e. BARS TO ELECTION** [Box 5 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

**f. ALL OTHER ISSUES** [Box 6 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

**g. ELECTION DETAILS** [Boxes 8a, 8b, 8c, 8d, 8e, 8f, and 8g of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

Full Name and Title of Authorized Representative	Signature of Authorized Representative	Date
--	--	------

**WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

**Please fill all necessary fields on the form PRIOR to digitally signing. To make changes after the form has been signed, right-click on the signature field and click "clear signature." Once complete, please sign the form.**



UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
REGION 10

-----  
WORKERS UNITED, SOUTHERN REGIONAL  
JOINT BOARD

Petitioner

10-RC-290176

-and-

STARBUCKS CORPORATION,

Employer.

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**PETITIONER’S POST-HEARING BRIEF**

The issue in this case, in fact in all Starbucks cases, is whether Starbucks has met its “heavy burden” to overcome the Board’s well-established presumption that the single-store unit at Store 27818 is appropriate.<sup>1</sup> It has not.

This is one of over 100 petitions filed since last fall by Workers United for a Starbucks single-store unit. In this case, as in each of the dozens of cases that so far have been heard, Starbucks has insisted that only a multi-location unit is appropriate. So far, at least five Regional Directors have issued numerous decisions and directions of elections – including three where the Board has denied review – affirming the employees’ right to a single-store unit.<sup>2</sup>

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<sup>1</sup> *California Pacific Medical Center*, 357 NLRB 197, 200 (2011).

<sup>2</sup> Decision and Direction of Elections, Cases 03-RC-282115, 03-RC-282127, 03-RC-282139 (October 28, 2021) (“*Buffalo I*”), review denied (Dec. 7, 2021) (“*Board, Buffalo I*”); Decision and Direction of Elections, Cases 03-RC-285929, 03-RC-285986, and 03-RC-285989 (January 14, 2022) (“*Buffalo II*”), review denied (March 7, 2022); Decision and Direction of Election, Case 28-RC-286556 (January 7, 2022) (“*Mesa I*”), review denied, 371 NLRB No. 71 (2022) (*Board, Mesa I*), reproducing the Regional Director’s Decision, slip op. at 2-13; Decision and Direction of Election, Case 28-RC-289033 (February 18, 2022) (“*Mesa II*”); Decision and Direction of Election, Case 19-RC-87954 (February 18, 2022) (“*Seattle I*”), request for review pending; Decision and

In these cases, Starbucks introduced the same insufficient evidence as it did here. This is to be expected. Starbucks operations are the same everywhere. In *Mesa II*, the Regional Director found, “The testimony of the Employer’s witnesses clearly demonstrates that the Employer has a single core model for its stores, districts, and geographical pods which is replicated with decisiveness and precision throughout its business.”<sup>3</sup> Starbucks introduced “evidence of near uniformity in store operations....”<sup>4</sup> Because the same conditions prevail everywhere, Starbucks is entitled to the same result everywhere.

Starbucks has a difficult burden. A single store unit is presumptively appropriate. “To rebut this presumption, the Employer ‘must demonstrate integration so substantial as to negate the separate identity’ of the single store unit.”<sup>5</sup> Although other factors may favor a multi-location unit, when there is minimal interchange and sufficient local store labor relations autonomy, a single store unit is appropriate. See *Mesa I*, in which the Board found that “the remaining factors under the Board’s single-facility test—similarity of employee skills, functions, and working conditions; geographic proximity; and bargaining history—are not sufficient to rebut the single-facility presumption....”<sup>6</sup>

Starbucks has never produced evidence of interchange sufficient to overcome the single store presumption.<sup>7</sup> The Board stated that “the key question is the nature and degree of interchange and its significance in the context of collective bargaining.”<sup>8</sup> Some Regional

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Direction of Election, Case 10-RC-288098 (February 24, 2022) (“*Knoxville*”); Case 01-RC-287628 and 01-RC-287639 (March 3, 2022) (“*Boston I*”); Cases 03-RC-289793, 03-RC-289796, 03-RC-289805 (March 7, 2022) (“*Ithaca I*”); Cases 03-RC-289801 and 03-RC-289802 (March 7, 2022) (“*Rochester I*”); Case No. 03-RC-289785 (March 7, 2022) (“*Buffalo III*”).

<sup>3</sup> *Mesa II*, p.6.

<sup>4</sup> *Id.*

<sup>5</sup> *Board, Mesa I*, slip op. at 1, quoting *California Pacific Medical Center*, 357 NLRB at 200.

<sup>6</sup> *Id.*, slip op. at 2.

<sup>7</sup> *Board, Mesa I*, slip op. at 1-2; *Board, Buffalo I*, p.2, fn.1; *Knoxville*, p.33-37; *Seattle I*, p.13-15; *Mesa II*, p.6-7; *Buffalo II*, p.25-27.

<sup>8</sup> *Board, Mesa I*, slip op at 1.

Directors have found that the appropriate measure of interchange is the hours worked by borrowed employees as a percentage of total hours worked at the store in question, or the shifts worked by borrowed employees as a percentage of total shifts worked at the relevant store.<sup>9</sup> The Board approved this approach – in *Mesa I*, it found interchange inadequate because “fewer than 2 percent of shifts at Store 5610 were worked by ‘borrowed’ employees.”<sup>10</sup> From this number the Board concluded that Starbucks did “not establish that Store 5610 employees have frequent contact with employees from other District 380 stores” and “that the employees at Store 5610 can operate with relative independence.”<sup>11</sup> And Starbucks has rarely introduced evidence showing that a relevant percentage exceeded a single digit, a number inadequate to establish significant interchange.<sup>12</sup> In *Mesa I*, as in all other cases to date, including this one, “the nature and degree of interchange ... present here does not favor rebutting the single-store presumption because it does not negate the separate community of interest the Store 5610 employees are presumed to share.”<sup>13</sup>

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<sup>9</sup> *Seattle I*, p.14 (“where the amount of interchange is unclear both as to scope and frequency because it is unclear how the total amount of interchange compares to the total amount of work performed, the burden of proof is not met”) citing *Cargill*, 336 NLRB 1114 (2001) and *Courier Dispatch Group*, 311 NLRB 728, 731 (1993); *Buffalo II*, p.25-26 (citing percentages of shifts and hours worked by borrowed employees at three stores at issue).

<sup>10</sup> *Board, Mesa I*, slip op. at 1-2.

<sup>11</sup> *Board, Mesa I*, slip op. at 1.

<sup>12</sup> *Knoxville*, p.35-36 (during FY 2021, borrowed employees worked .74% of shifts or .57% of hours); *Mesa II*, p.7 (“borrowed shifts amounted to 1.1% of shifts worked in Store 55374 during the period observed”) *Seattle I*, p.14 (“a borrowed partner only worked 3 to 5 percent of the total hours at the Broadway store in a week”); *Buffalo II*, p.25-26 (during FY 2021, at Transit & French store, borrowed employees worked 2.6% of shifts or 2.1% of hours; at Walden & Anderson store, borrowed employees worked 1.3% of shifts or 1.1% of hours; at Sheridan & Bailey store, borrowed employees worked 4.5% of shifts or 3.7% of hours); *Buffalo I*, p.21 (during FY 2021, at Elmwood store, borrowed employees worked 7.1% of shifts or 5% of hours; at Cheektowaga store, borrowed employees worked 4.4% of shifts or 3.8% of hours; “the Hamburg store, showing 81 percent of employees working at other stores in FY 2021, is an outlier in the extent of interchange because it was newly opened and initially staffed by experienced employees from other stores”); *Board, Buffalo I* (“petitioned-for stores ‘borrow’ only a very small percentage of their labor from other stores,”).

<sup>13</sup> *Board, Mesa I*, slip op. at 1-2 (footnotes omitted).

Starbucks has stopped creating its “Borrowed Partner Analysis” which showed the percentage of hours and shifts worked by borrowed partners. See Bd. Ex. 2 at ¶ 20. However, even without the Borrowed Partner Analysis, the record contains evidence of the number of shifts borrowed at Store 27818 and across the Atlanta market since 2019. See Er. Ex. 901(a)-(d). The record evidence shows that interchange is limited and infrequent.

In fiscal year 2019, approximately 2158 shifts were worked at Store 27818. Er. Ex. 901(d). Of the 2158 shifts, only 17 were worked by partners from a different home store. Thus, in fiscal year 2019, over 99% of the shifts worked at Store 27818 were worked by home partners. Employer Exhibit 901(d) also shows that Store 27818 home partners only worked 7 shifts at other stores in the Atlanta market in fiscal year 2019, which is a minuscule percentage of the total shifts worked at Atlanta market stores during this period. Er. Ex. 901(d).

In fiscal year 2020, approximately 4158 shifts were worked at Store 27818. Er. Ex. 901(c). Of the 4158 shifts, only 327 were worked by partners from a different home store. Thus, in fiscal year 2020, over 92% of the shifts worked at Store 27818 were worked by home partners. Employer Exhibit 901(c) also shows that Store 27818 home partners only worked 34 shifts at other stores in the Atlanta market in fiscal year 2020, which is a minuscule percentage of the total shifts worked at Atlanta market stores during this period. Er. Ex. 901(c).

In fiscal year 2021, approximately 5017 shifts were worked at Store 27818. Er. Ex. 901(b). Of the 5017 shifts, only 199 were worked by partners from a different home store. Thus, in fiscal year 2021, over 96% of the shifts worked at Store 27818 were worked by home partners. Employer Exhibit 901(b) also shows that Store 27818 home partners only worked 9 shifts at other stores in the Atlanta market in fiscal year 2021, which is a minuscule percentage of the total shifts worked at Atlanta market stores during this period. Er. Ex. 901(b).

Finally, so far in fiscal year 2022, approximately 1595 shifts have been worked at Store 27818. Er. Ex. 901(a). Of the 1595 shifts, 90 shifts were worked by a partner from a different home store. Thus, so far in fiscal year 2022, over 94% of the shifts worked at Store 27818 were worked by home partners. Employer Exhibit 901(a) also shows that Store 27818 home partners have only worked 21 shifts at other stores in the Atlanta market so far in fiscal year 2022, which is a minuscule amount of the total shifts worked at Atlanta market stores during this period. Er. Ex. 901(a).

Starbucks' own data in Employer Exhibit 901(a)-(d) shows that interchange by Store 27818 partners is limited and infrequent and far from "regular." Moreover, Starbucks' interchange is voluntary and "therefore carries less weight."<sup>14</sup>

Starbucks relies on charts and graphs that misrepresent the amount of employee interchange among Store 27818 partners and do not show *how much* interchange occurs. Starbucks' evidence is framed in a way to misrepresent the data and make it appear that interchange is frequent when as shown above it is rare. It is Starbucks' burden to show regular interchange, and not the Union's burden to show the lack thereof. Petitioner has summarized the interchange data above to highlight how contrived and self-serving Starbucks' expert evidence truly is. But the Union submits that based on Starbucks' evidence alone, the Company failed to show regular interchange among petitioned-for employees.

Moving from interchange to store-level autonomy, Starbucks has indeed established a degree of centralized authority. But the testimony of Company<sup>15</sup> and Union witnesses show that "Store Managers do, in fact, play a significant role in adjusting schedules, approving time off and

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<sup>14</sup> *Board, Mesa I*, slip op. at 1, fn.5, citing *New Britain Transportation Co.*, 330 NLRB 397, 398 (1999).

<sup>15</sup> See Case 10-RC-289571 ("*Atlanta I*") cross-examination of Starbucks District Manager Attiya Armstrong; Case 10-RC-290176 ("*Atlanta II*") cross-examination of Store Manager Michael Thomas.

overtime, evaluating employees, conducting interviews and hiring employees, and imposing discipline.”<sup>16</sup> In opposition, Starbucks “provided only conclusory and generalized testimony to support its assertion that Store Managers cannot deviate from its automated tools and that its Store Managers must seek approval from higher-level managers when making personnel decisions.”<sup>17</sup>

So in *Mesa I*, as in all of the other decided cases, Starbucks did not overcome the single-store presumption because of “the lack of significant interchange and Store Managers’ local autonomy over ... personnel functions....”<sup>18</sup> It has similarly not overcome the single-store presumption here.

This 8<sup>th</sup> day of March, 2022.

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<sup>16</sup> *Board, Mesa I*, slip op. at 2. See also *Board, Buffalo I*, p.1, fn.1 (same).

<sup>17</sup> *Board, Mesa I*, slip op. at 2.

<sup>18</sup> *Board, Mesa I*, slip op. at 2.

**CERTIFICATE OF SERVICE**

I hereby certify that on March 8, 2022, I submitted the foregoing **PETITIONER'S POST-HEARING BRIEF** to the National Labor Relations Board, Region 10 via the NLRB e-filing system, and served a copy of the same on the following via e-mail:

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**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 10**

STARBUCKS CORPORATION,

Employer,

v.

WORKERS UNITED,

Petitioner.

Case No. 10-RC-290176

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**POST-HEARING BRIEF ON BEHALF OF  
STARBUCKS CORPORATION**

---

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## I. INTRODUCTION

This Region should stop the Union from continuing to abuse National Labor Relations Board (“NLRB” or “Board”) processes and protect the rights of Starbucks Corporations’ (“Starbucks” or “Employer” or “Company”) partners under the National Labor Relations Act (the “Act”). As noted by the Company in its Post Hearing Brief filed last week in the first Atlanta case (10-RC-289571)(“Atlanta I”), Workers United (“Union”) filed two petitions within seven business days for two stores in the Atlanta Market that is the unit sought by the Employer here.<sup>1</sup> As pointed out in its Post Hearing Brief in Atlanta I, the Union’s nationwide campaign strategy to organize Starbucks one store at a time with each petition covering solely that single store violates Section 9(c)(5) of the Act. Prior to the instant hearing, the Union had filed over 100 petitions around the country, including many within the same cities and Starbucks’ districts and two within the Atlanta Market. The Union’s “extent of organizing” approach not only is not workable nor in the best interests of Starbucks, the NLRB, and, most importantly, Starbucks’ partners (employees) whose rights the Act and the NLRB are supposed to protect but it violates section 9(c)(5) of the Act.

In the petition at issue here, the Union seeks to represent all Baristas, Shift Supervisors, and Assistant Store Managers (“ASMs”) at a Starbucks-owned store at 6001 Peachtree Dunwoody Rd., Atlanta, Georgia 30328 (the “Peachtree Dunwoody and Hammond Drive” store). However, the Union’s proposed unit is not an appropriate bargaining unit on the record presented. Here, the only appropriate unit encompassing the petitioned-for partners from Peachtree Dunwoody and Hammond Drive store is a unit including Baristas and Shift Supervisors from all 31 corporate-owned stores within the Atlanta Market.

Starbucks presented extensive evidence during the two-day hearing in Atlanta I and during

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<sup>1</sup> The “Atlanta Market” includes all 31 corporate-owned stores in Districts 475, 3147, and 6108. (Bd. Ex. 2, ¶ 4).

the one-day hearing in this case sufficient to rebut the single-unit presumption and again asks the Region to protect the rights of *all* its non-supervisory hourly partners working in the Atlanta Market by granting them the opportunity to vote on the question of union representation *if* the Union can demonstrate the required showing of interest.

The evidence shows that Starbucks maintains full autonomy and control over its stores in the Atlanta Market. The Atlanta Market's stores operate in unison, regularly sharing partners, following the same procedures, using the same equipment, following the same workflows, even servicing the same customers. Starbucks expects its partners to work and cover shifts in multiple stores throughout the Atlanta Market, and they do. All the partners in the Atlanta Market are indistinguishable relative to core abilities and functions. They perform the exact same work, for the exact same wages, while making the exact same food and beverage items, and enjoying the exact same terms and conditions of employment. The partner interchange data corroborates this reality. Roughly 40 percent of all partners<sup>2</sup> in the Atlanta Market reported for shifts at stores other than their "home stores" during the two- and one-half-year period reviewed. (Er. Exs. 903, p. 1 and 946, p.1). Nearly 21 percent of partners in the Atlanta Market worked in three or more stores, and almost 54 percent of partners working in the Peachtree Dunwoody and Hammond Drive store worked in other stores during the relevant time period. (Er. Exs. 903, pp. 1 and 946, pp. 1-2). Atlanta Market partners work together as one seamless unit and should be treated as such.

The Atlanta Market operates as one functionally integrated unit with high levels of employee interchange, and common wages, benefits, and employment terms for partners throughout the market. A single-store unit is *inappropriate* and *not* conducive to stable labor relations. Moreover, any decision finding a single-store unit appropriate would be improperly

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<sup>2</sup> The data analyzed by Starbucks' expert witness excluded Store Managers.

controlled by the extent of the Union's organizing in violation of Section 9(c)(5) of the Act since the facts, the law, and the practicalities of the labor relations situation in the Atlanta Market mandate a single, market-wide unit.

Respectfully, the Region must protect the rights of *all* the non-supervisory hourly partners working in the Atlanta Market by granting *all* of them the opportunity to vote on the question of union representation, which will directly impact each of them for the reasons discussed herein.

## **II. BACKGROUND FACTS AND PROCEDURAL HISTORY**

Starbucks operates over 9,000 retail locations across the United States to connect communities, one cup of coffee at a time. The Company's North American retail operations are organized into twelve retail regions. (B I Tr. 110; M I Tr. 25).<sup>3</sup> Areas 39 and 92 make up most of Georgia. (A I Tr. 200). The Atlanta Market is part of Area 39. (A I Tr. 31). Area 39 consists of 10 districts, spread across Georgia. (A I Tr. 31-32). Regional Director Ben Coarde III oversees this Region, and therefore has responsibility for the Atlanta Market and the Peachtree Dunwoody and Hammond Drive store (also known as Store 27818). (A I Tr. 31-32; A II Tr. 20, 23). Starbucks owns and operates all stores in the Atlanta Market, which are all within Districts 475, 3147, and 6108.

As set forth below, individual stores in the Atlanta Market do not have sufficient local

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<sup>3</sup> The Region has taken administrative notice of the transcripts and exhibits from the R case hearings in 03-RC-282127, et al. (Buffalo I); 03-RC-285929, et al. (Buffalo II); 28-RC-286556 (Mesa I); 28-RC-289033 (Mesa II); and 10-RC-289571 (Atlanta I). (Bd. Ex. 2, ¶ 12). The Region also took administrative notice of Dr. Abby Turner's testimony from the R case hearing in 12-RC-28866 (Tallahassee). (Bd. Ex. 2, ¶ 19).

References to the Buffalo I transcripts are (B I Tr. \_\_\_\_). References to the Buffalo II transcripts are (B II Tr. \_\_\_\_). References to the Mesa I transcripts are (M I Tr. \_\_\_\_). References to the Mesa II transcripts are (M II Tr. \_\_\_\_). References to the Tallahassee transcripts are (T Tr. \_\_\_\_). References to the Atlanta I transcripts are (A I Tr. \_\_\_\_). References to transcripts from this hearing are (A II Tr. \_\_\_\_).

Exhibits presented in the Buffalo I hearing are referred to as (\_\_\_\_ Ex. XX). Exhibits presented in the Buffalo II hearing are referred to as (\_\_\_\_ Ex. 1XX). Exhibits presented in the Mesa hearing are referred to as (\_\_\_\_ Ex. 2XX). Exhibits presented in Atlanta I and in this hearing are referred to as (\_\_\_\_ Ex. 9XX).



control over their operations or labor relations to justify a single-store unit. All Atlanta Market stores operate according to heavily detailed operational plans, devised at the national level, which include details as minute as to the exact location of a cake pop in a food display. (A I Tr. 62-64; Er. Ex. 920). These details are what ensure that all customers receive the same Starbucks customer experience of products and service, regardless of the store they frequent in the Atlanta Market. Store operations are further driven by a heavy reliance on technology that forecasts customer demand across the Atlanta Market, and schedules partners to work based on the forecasted demands and partners' availability. (A I Tr. 66-67). All stores in the Atlanta Market share the same consistent décor and receive the same products and supplies from the same vendors via the same supply logistics network. (A I Tr. 123-24; Er. Ex. 920). By design, all stores in the Atlanta Market operate according to the exact same protocols without variance. The Peachtree Dunwoody and Hammond Drive Store Manager and other Store Managers in the market do not have any ability to deviate from these policies and procedures. (A I Tr. 128-29).

Further by design, all the partners who work across the stores in the Atlanta Market share the same exact terms and conditions of employment regardless of the store in which they may work on any given day. (A I Tr. 124, 169-70, 201- 204; Er. Ex. 932). The record is devoid of a single example of any difference in the terms and conditions of employment amongst any partners in the Atlanta Market. Starbucks designed its operations to enable its partners (most of whom are part-time) to work in any store, at any time, to meet its operational needs. In fact, for that reason, Starbucks hires its partners with the express understanding that they may work in any store across the Atlanta Market. (A I Tr. 115). Because these stores operate under the same protocols and all partners market-wide share the same exact terms and conditions of employment, there is extensive partner interchange and partner contact across the entire market. (A I Tr. 113-114).

Finally, although the Regional Director has recognized that the unit issues in this case are similar to those in the Buffalo cases<sup>4</sup> handled by Region 3 and the Mesa I and Mesa II cases handled by Region 28 by incorporating those records herein, and although Starbucks has deployed national policies and technology tools to standardize operations across the United States, there are critical differences in how the Buffalo and Mesa Markets are managed versus how the Atlanta Market is managed, and also with respect to employee interchange. These differences are driven, at least in part, by the discretion of the Regional Directors and District Managers in how they approach the particular facts and circumstances arising in their markets or districts. These differences reflect not only Starbucks' centralized management of stores at the market or district-level, but also require the Region to independently analyze the facts and circumstances of this case.

Accordingly, Starbucks believes the Union seeks an inappropriate single-store unit. Instead, the only appropriate unit is one covering all Baristas and Shift Supervisors working across the Atlanta Market, defined as follows:

**Included:** All full-time and regular part-time hourly baristas and shift supervisors, employed at the Employer's corporate-owned stores located in Districts 475, 3147, and 6108 in Atlanta, Georgia.

**Excluded:** All store managers, assistant store managers, office clerical employees, professional employees, guards, and supervisors as defined by the Act, and all other employees.

The Region conducted a hearing regarding the unit scope on February 28, 2022. Both Starbucks

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<sup>4</sup> On the one hand, the Union argued that the Region should follow the DD&E issued in Buffalo I and II and Mesa I and II, and Starbucks should be limited in presenting evidence on the multi-location issue because of the evidence presented in Buffalo I and II and Mesa I and II. (A I Tr. 26; A II Tr. 15-16). On the other hand, the Union objected to the introduction of its initial bargaining proposal in Buffalo I (Er. Ex. 905) as not relevant arguing, incredibly, first, that it was a different union that made that proposal (Workers United has publicly taken credit for *every* petition filed across the country), and, second, "That's a proposal in bargaining sessions at Buffalo, I believe, a thousand miles away. Has no relevance to any issue that the Board will consider in this matter." (T Tr. 472). The Union cannot have it both ways.

and the Union called witnesses and introduced exhibits during the hearing.<sup>5</sup>

### **III. THE ONLY APPROPRIATE UNIT IS ONE COMPRISED OF ALL STORES IN THE ATLANTA MARKET**

The totality of the evidence before the Region rebuts the single-store presumption and requires the conclusion that the only appropriate unit is one consisting of all Baristas and Shift Supervisors working in the Atlanta Market. It is true that under current, yet significantly outdated Board law—especially given the advances in technology and the transient nature of the current workforce—a single-store bargaining unit is presumed to be appropriate in the retail chain setting. To rebut that presumption, a party must negate the separate identity of the single-facility unit. *Red Lobster*, 300 NLRB 908, 910 (1990). To determine whether the single-facility presumption has been rebutted, the Board analyzes the following community of interest factors: (1) the extent of central control over daily operations and labor relations, including the extent of local autonomy; (2) the functional coordination in operations between locations; (3) the similarity of partner skills, functions, training and working conditions; (4) the extent of common wages, benefits and other terms and conditions of employment; (5) the degree of partner interchange; (6) the geographic proximity between locations; and (7) the parties’ bargaining history, if any exists. *See Trane, Inc.*, 339 NLRB 866, 867 (2003); *McDonald’s, Inc.*, 192 NLRB 878, 880 (1971); *see also Foodland of Ravenswood*, 323 NLRB 665, 666 (1997); *Red Lobster*, 300 NLRB at 910.

As set forth below, the evidence proves the single-store presumption has been rebutted in this case by establishing that: (1) Starbucks centrally controls the daily operations and labor relations of the stores in the Atlanta Market such that individual stores and store managers have

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<sup>5</sup> The Union’s inclusion of ASMs in the unit was not an issue set for hearing as there are no ASMs at Peachtree Dunwoody and Hammond Drive Starbucks contends the ASMs employed in the stores in the Atlanta Market are Section 2(11) supervisors. This issue was deferred for resolution after the election. (Bd. Ex. 2, ¶ 7).

little or no autonomy; (2) there is extensive functional coordination in operations between Atlanta Market locations; (3) partner skills, functions, training and working conditions are nearly identical across the market and are primarily controlled by centrally promulgated training, policies, and procedures; (4) common wages, benefits and other terms and conditions of employment are the same across the Atlanta Market; (5) there is a high degree of partner interchange across the market; (6) stores in the Atlanta Market are geographically proximate to one another; and (7) although the parties have no formal bargaining history, there is a uniformity of partner interests throughout the market.

**A. Starbucks Controls the Daily Operations of All Stores in Atlanta on a Market-Wide Basis.**

A single-location unit is not appropriate because the 31 individual stores in the Atlanta Market lack sufficient control over daily operations or labor relations; rather, such control primarily lies at the district level or above and applies to all stores in the Atlanta Market. *See, e.g., Budget Rent A Car Sys.*, 337 NLRB 884, 885 (2002); *Super X Drugs of Ill., Inc.*, 233 NLRB 1114, 1114-15 (1977); *Kirlin's Inc. of Cent. Ill.*, 227 NLRB 1220, 1220-21 (1977). Facts supportive of a multi-location unit include evidence that decisions such as store hours, store layout, products, pricing, merchandising, purchasing, daily operations, and scheduling, are made on a multi-store basis rather than a single-store basis. *See, e.g., Super X Drugs*, 233 NLRB at 1114. Further demonstrating the lack of local autonomy vested in Store Managers, the evidence shows Shift Supervisors, who are included in the petitioned-for bargaining unit, share many of the duties on which the Union relies to establish local autonomy, and are in “charge” of the store for significantly more hours than the Store Managers. (A I Tr. 138-39, 147-48; M I Tr. 146-47; A I Tr. 254 (Smith); A II Tr. 21-22; A II Tr. 54 (Fountain)). Thus, such duties cannot serve as evidence of discretionary local autonomy since they are performed by partners who are not supervisors within the meaning

of the Act.

Here, the evidence proves that Starbucks controls the operations and labor relations of the Peachtree Dunwoody and Hammond Drive store and the 30 other stores in the Atlanta Market at the District Manager-level or above. Store Managers have very limited control over operational or labor decisions, and even the bulk of that control is frequently shared with Shift Supervisors (and the 11 or 12 ASMs currently in the Market), militating against a single-store bargaining unit.

**1. Operational Decisions Are Controlled at the Market Level and Above.**

The evidence demonstrates that store planning, design, layout, maintenance, supplies, merchandising, and promotions are all controlled by policies and procedures applicable to all stores in the Atlanta Market. Store Managers have no control over these operational issues.

**a. Store Planning, Design, Layout and Maintenance Are Centrally Controlled at the Market Level and Above.**

All decisions about whether and where to build new Starbucks stores, and whether to close, remodel, or relocate current stores, are made at the district level and above. (B I Tr. 53-56, 63, 185; M I Tr. 86-87; 132). Decisions to open or close stores within the market are made through collaboration between Starbucks' corporate operations team, the store development team, the real estate team, and the market planning team with input from Regional Vice President and Regional Director. (M I Tr. 123, 125-28, 132). Relatedly, permanent store closure decisions are made by a committee composed of high-level representatives involving the Regional Vice President, Regional Director, and the store development, finance, market planning, and legal teams. (B I Tr. 182; M I Tr. 114, 132). Individual Store Managers play no role in the decision as to whether their store will remain open or be closed. (B I Tr. 181-83; M I Tr. 132). Starbucks also has centrally determined guidelines for the ratio of stores to people in a particular area—it plans for density of 10,000 people to one store. (M I Tr. 119).

Starbucks has centrally developed a prototype store design representing the Starbucks brand and includes specific equipment and other layouts to drive store efficiencies. (M I Tr. 125). Starbucks' centrally determined design and layout requirements are only modified to meet landlord requirements. (M I Tr. 125). Store Managers do not have any input into store location, design, construction, size, layout, décor, equipment, or whether or when a store will be remodeled. (M I Tr. 125).

Starbucks uses a national procedure for how facilities issues get escalated and resolved. (A I Tr. 133-34; Er. Ex. 929). Starbucks gives every store multiple iPads. (A I Tr. 233). When a facilities issue occurs, *any* partner can submit a digital work ticket for that issue using the store's iPad or by calling Starbucks facilities call center. (A I Tr. 133-34; Er. Ex. 929). Baristas, Shift Supervisors, ASMs, and Store Managers can create a ticket for a facilities issue. (A I Tr. 133-34; A II Tr. 42 (Fountain)). Depending upon the issue, the system will assign a category to each ticket. Priority 1 is the most severe category, indicating the issue is business critical such as a bar being down. (A I Tr. 133). Priority 2 is less critical and Priority 3 is least critical. (A I Tr. 134). Partners are given detailed instructions for what steps should be taken when creating a new ticket, such as sharing feedback and uploading photos, among other steps. (Er. Ex. 929). The Facilities Call Center will then assign a category to the ticket, provide service request numbers, contact suppliers, and take any other steps necessary to resolve the issue. (Er. Ex. 929).

Starbucks provides Quick Reference Guides explaining precisely how each type of facilities issue gets addressed. (A I Tr. 134; Er. Ex. 929). Guides explain how to resolve any type of issue that could arise, including power outages, headset issues, safety and security issues, permit issues, and countless other issues in painstaking detail. (Er. Ex. 929). Even something as small as ordering a new lightbulb is spelled out, step-by-step. (Er. Ex. 929).

**b. Food, Beverages, Merchandise, and Seasonal Promotions Are Centrally Controlled at the Market Level and Above.**

Starbucks creates and implements detailed operational protocols to ensure customers receive the same Starbucks experience regardless of the store they visit on any given day. Customer flow, product selection, and services are highly orchestrated within the Atlanta Market. Simply put, as consumers we all know we will receive the same great beverages, food, and experience no matter which Starbucks we enter—that is a product of extensive, centralized design and control over store operations.

Starbucks stores not only sell the same products, but they do so in the exact same way in every single store. Decisions as to what products will be sold and what supplies will be utilized in the Atlanta Market are made by Starbucks' centralized supply chain and product teams. (B I Tr. 70; M I Tr. 58, 84-85, 108). Menus are set outside of the stores and are consistent across all stores in the Atlanta Market. (B I Tr. 82-83). Again, Store Managers have no role in this process; they do not determine what products will be sold at their assigned stores, and they cannot vary from Starbucks' pre-determined product offerings. (B I Tr. 70-71, 82-83; M I Tr. 56-59).

Store promotions also are determined on a centralized basis, and Store Managers cannot decide to opt out of promotions or hold their own promotions. (M I Tr. 156). Every twelve to thirteen weeks, Starbucks headquarters issues a planning period guide nationally and to all stores. (B I Tr. 351; M I Tr. 56-59). The planning guide includes in-depth discussions of the promotional items to be showcased during the planning period, special food or drink items to be offered at all stores, as well as instructions on how to implement the new promotional items. (B I Tr. 351). All stores receive the same planning guide at the same time, and all partners are required to adhere to the planning guide's directives on how to prepare seasonal food and beverage items and display such items. (Er. Ex. 920; B I Tr. 351-52; M I Tr. 56-59). Store signage is centrally produced by

Starbucks' creative studio. (M I Tr. 156-57). Store Managers do not have the ability to customize retail assortment, nor do they have the authority or autonomy to deviate from the planning guide procedures; they may not decline to participate in "promo" periods, and they have no control over the products and merchandise offered by the store during these periods. (B I Tr. 351; M I Tr. 56-59).

Starbucks centrally controls every detail of the operations in its stores. Starbucks regularly distributes a "Siren's Eye" to each store. (A I Tr. 62-66; Er. Ex. 920; B I Tr. 295-96). The Siren's Eye is a visual merchandizing tool showing how everything should look in the store. (A I Tr. 62-66; B I Tr. 86; M I Tr. 56-59, 158-59; Er. Exs. 21, 207, 506, 920). Like the directives in the planning period guide, the Siren's Eye shows how the menu boards should be laid out, how wall bays should look, and how display cases should look so that every display case in every store looks exactly the same. (A I Tr. 62-66, 202; Er. Ex. 920; B I Tr. 295-96; M I Tr. 158). Each Siren's Eye includes visual layouts providing detailed direction on every piece, including how to cut a sandwich correctly, in which order to load items into the display case, where each item gets placed, how many of each item to display, and the temperature at which merchandise should be maintained so that products look appetizing to customers. (A I Tr. 62-66; Er. Ex. 920; B I Tr. 101-02, 295-96, 356, 358-59; M I Tr. 158-59). All partners receive and implement the Siren's Eye at the same time. (A I Tr. 62-66; M I Tr. 57). Store Managers do not participate in the creation of the Siren's Eye and cannot vary from the operational guidelines set forth in the Siren's Eye. (B I Tr. 80, 83; M I Tr. 56-59, 159). All of the Atlanta Market stores follow the Siren's Eye. (A I Tr. 63-64). The role of the store is to execute on the carefully-designed plans so customers have a consistent experience in whichever store they visit. Even the smallest detail is meticulously spelled out. Nothing is left to chance.



Relatedly, individual Store Managers have no input or discretion on product or supply pricing, procurement, invoicing, or purchasing. (B I Tr. 70-71, 350-51; M I Tr. 56-59, 153). Pricing is handled by the “pricing team” at the market, regional or national level, not at the store level. (B I Tr. 350-51; M I Tr. 59). All procurement, invoicing, and payment of food and beverage items are processed by the Starbucks supply chain team based in its Seattle headquarters on a market-wide basis. (B I Tr. 70-71; M I Tr. 84-85).

**c. Inventory and Supplies Are Centrally Controlled at the Market Level and Above.**

Starbucks also handles inventory and supply orders on a market-wide basis. Starbucks uses engineering tools to automatically replenish all packaged food, packaged coffee, merchandise, and gift cards for all its stores. (B I Tr. 346; M I Tr. 84-85, 151-53). New inventory arrives without any orders or requests from individual stores, and Store Managers *cannot* adjust their orders for certain products. (B I Tr. 346-47; M I Tr. 84-85). The Company also has an auto-shipment process for select food and beverage items, and it has plans to make beverage and paper product orders automated as well. (B I Tr. 346-47; M I Tr. 84-85, 153). Thus, new and seasonal items are automatically shipped to each store without any interaction from the Store Manager or anyone. (B I Tr. 346-47; M I Tr. 84-85).

For those products not covered by automated shipment, all stores use the same inventory management system (“IMS”) that automatically suggests order quantities based on order history. (B I Tr. 74, 345-46; M. I Tr. 84-85, 150). This “par builder” determines each store’s appropriate order and inventory needs based on sales history, forecast, and trend data. (B I Tr. 345-46; M I Tr. 84-85, 108, 150). There are also “suggested order quantities,” or SOQs for each store, which are designed to minimize the need for human input in inventory orders. (B I Tr. 346; M I Tr. 151-53). As District Manager Attiya Armstrong explained when testifying in Atlanta I, “IMS is a tool that

we as district managers go in and can identify if -- if stores have completed count. We identify weekly like what their waste looks like and you know, being able to identify by department where their waste opportunities are.” (A Tr. I 123; B I Tr. 346; M I Tr. 151-53). If the inventory is accurate, and the counts are right, then the IMS works with very little input from store-level management. (B I Tr. 346; M I Tr. 152). Starbucks seeks to limit the input local stores can make into the system because inventory quantities are determined based on previous trends, product mix, sales forecasts, and other factors. (B I Tr. 346-47; M I Tr. 152). Although Store Managers, ASMs and Shift Supervisors have some ability to make changes in the IMS, any changes can be made only within parameters centrally established by Starbucks. (A I Tr. 241-42 (Smith); B I Tr. 123-24; M I Tr. 153). Moreover, as admitted by the Union’s witness in Atlanta I, Shift Supervisor Page Smith, the fact that Store Managers as well as ASMs and Shift Supervisors can modify orders demonstrates the lack of discretionary local autonomy and the centralized control in this area since this is a task performed by assertedly non-supervisory employees. (A I Tr. 241-42 (Smith); B I Tr. 123-24; M I Tr. 153).

Starbucks centrally controls supply shipping on a market-wide basis. All goods in the Atlanta Market come from the same vendors, stored in the same warehouses, shipped on the same delivery trucks, and invoiced in the same way. (B I Tr. 65-66, 70-73, 75; M I Tr. 84-85, 153-55). Store Managers cannot order products beyond those specified by Starbucks, cannot exceed limits on certain products, cannot change distribution centers for their stores, do not plan delivery routes, and do not determine product pricing. (M I Tr. 153-56).

Stores in the Atlanta Market share supplies and adjust supply levels in every store throughout the market when product shortages occur. (A I Tr. 42-44). When an item essential to the business—like sugar free vanilla—runs low, the entire market redistributes its supply of that

item. (A I Tr. 42-44). When one store runs low on a critical item, stores work with their District Managers and neighboring stores to share and replenish supplies. (A I Tr. 42-44). All partners work together to pick up products and bring them from one store to another in those situations—Baristas, Shift Supervisors, ASMs, Store Managers—they all can, and do, travel between stores to transport critical products when necessary. (A I Tr. 42-44).

## **2. Labor Relations Decisions Are Controlled at the Market Level and Above.**

Labor relations also are centrally controlled at the market level and above through the regular and substantial interaction of the Regional Director and District Manager with each of the stores, and Starbucks’ nationally deployed policies and technology tools. Starbucks controls the number of partners, number of hours, and labor budget for each store in the Atlanta Market through its centralized staffing and labor tools. (A I Tr. 47-49, 110-11, 209). Atlanta District Managers frequently communicate with the stores and visit each store in their districts multiple times per month. (A I Tr. 33, 52-53). As the evidence discussed below demonstrates, every major decision with respect to labor relations is handled on a market-wide basis.

### **a. Staffing Needs Are Determined on a Market-Wide Basis Utilizing the Partner Planning and Partner Hour Tools.**

All staffing needs are centrally determined on a market-wide basis. (A I Tr. 47-49, 110-11, 209). District Managers review the staffing and labor hours for each store in their district weekly through information generated by the Partner Hours tool. (A I Tr. 47-49; A II Tr. 27; M I Tr. 43-44, 94-95, 149). District Managers and Store Managers use the Partner Hours tool—sometimes referred to as the “availability assessment”—and the Partner Planning tool together to forecast customer demand for each store, determine the number of partners necessary to meet that demand, and determine whether each store has enough partners with availability to satisfy the forecasted demand. (A I Tr. 112; B I Tr. 218; M I Tr. 94-95, 149-50, 245-46; Er. Ex. 4, 205). Only District

Managers have access to the information generated by the Partner Planning tool; Store Managers do not have access to it. (M Tr. 94). All stores in the Atlanta Market use Partner Hours. (A I Tr. 112-13). Specifically, District Manager Armstrong testified in Atlanta I (and Bryan Craig, the District Manager for another district within the Atlanta market, District 6108, confirmed) that District Managers in the Atlanta Market review *and approve* all schedules for each store before they are posted in the stores. (A I Tr. 112-13). Store Manager Michael Thomas testified in this hearing that he sends all store schedules for the Peachtree Dunwoody and Hammond Drive store to the District Manager for approval weekly. (A II Tr. 27). This ensures that the schedules are in line with the forecasted hours given by corporate. (A I Tr. 112). District Managers hold monthly meetings with Store Managers to create staffing plans for each store and, more generally, to centralize staffing amongst all stores in the Atlanta Market. (A I Tr. 74).

**b. Applications and Hiring Are Handled on a Market-Wide Basis.**

Starbucks approaches hiring on a centralized basis and as a market. (A I Tr. 47-49). All applicants for any Starbucks retail store position apply online. (B I Tr. 224-34, 245-57; M I Tr. 64, 248). Applicants complete the same job application on Starbucks' website and answer the same pre-screen questions for all stores in Atlanta Market (and throughout the country). (B I Tr. 224-34, 256-57; M I Tr. 63-65, 248-49; Er. Exs. 8, 9; A II Tr. 34 (Fountain)).

Once the applicant submits an online application, the application gets centrally stored and remains active in Taleo, Starbucks' applicant tracking system. (A I Tr. 74; B I Tr. 233-34, 236-38; M I Tr. 63-64). Unlike the Partner Planning tool reserved for District Managers, District Managers and Store Managers all have access to Taleo. (A I Tr. 76; M I Tr. 166). When applying online, applicants must choose the specific store at which they want to work. (A I Tr. 76-78). Even though applicants apply to one store, they can eventually be hired at another store in the Atlanta Market. (A I Tr. 76-78).

An applicant for one store can be shared directly with another store manager via Taleo's "share candidate" button. (A I Tr. 66-68, 76-77; Er. Exs. 907, 943). In the Atlanta Market, store managers also share candidates by other means as well. (A I Tr. 76-78). Conversely, even if no action is taken on an applicant, the applicants can still be hired by other stores in the Atlanta Market. Specifically, whichever store an applicant applied for only has a certain number of days to take an action on the applicant before that application gets released to the market-wide hiring pool through a Taleo tool called "auto-pooling." (A I Tr. 74-76; Er. Exs. 910, 942). Once released, any store in the market can begin the hiring process for that applicant. (A I Tr. 74-76; Er. Exs. 910, 942). Taleo's list of auto-pooled candidates shows all candidates across the Atlanta Market and can be adjusted by geographic radius to pull in even more candidates if all the candidates in the pool are already in the interview process with one of the other stores in the Atlanta Market. (A I Tr. 74-76; Er. Exs. 910, 942).

The interview process for Baristas and Shift Supervisors is centrally controlled and uniform around the country. Starbucks promulgates strict interview instructions when interviewing a Barista or Shift Supervisor. (Er. Exs. 924, 933). Store Managers in the Atlanta Market are coached to and do in fact use the Barista Interview Questions when they interview a Barista candidate. (A I Tr. 142, Er. Ex. 933). Similarly, Store Managers in the Atlanta Market use the Shift Supervisor Interview Questions when interviewing an internal or external Shift Supervisor candidate. (A I Tr. 141-42; Er. Ex. 924).

**c. Promotions and Transfers Are Controlled on a Market-Wide Basis or Higher.**

Promotions are centrally controlled as a market. District Managers work together with Store Managers during the promotion process to make the decision to promote a Barista to Shift Supervisor. (A I Tr. 74). Specifically, two Store Managers and then the District Manager approve

a candidate for a Shift Supervisor position. (A I Tr. 173-74).

District Managers work with one another to promote individuals to either ASM or Store Manager positions across the Atlanta Market. (A I Tr. 95-96, 99; *see also* M I Tr. 67, 314). Store Managers have no role in that process. (A I Tr. 95-96, 99). Instead, the process takes place at the district level. (A I Tr. 95-96). The District Manager must approve any temporary or permanent transfer of a partner to a new store, whether within the Atlanta Market or out of the market. (A I Tr. 104-10).

**d. Hours of Work and Schedules Are Determined on a Market-Wide Basis, and Partners Cover Shifts in Multiple Stores.**

The District Managers set store hours for each store in the Atlanta Market. (A I Tr. 91-92). Store Managers do not have the ability to set or change hours or to close stores; all such decisions must be approved by the District Manager. (A I Tr. 91-92). Specifically, District Manager Armstrong testified in Atlanta I that she recently shortened the hours of operation at the I-75 & Howell Mill Rd. store, due to COVID exposures. (A I Tr. 91-92).

The Partner Availability Form seeks partners' availability for hours in which they may be scheduled to work but does not seek partners' limitations as to the stores in which they are willing to work. (M I Tr. 34-35; Er. Exs. 3, 201). Once the partner completes their first Partner Availability Form, the information is input into the centralized Partner Hours database. (B I Tr. 214-15; M I Tr. 34). However, Baristas and Shift Supervisors can make requests to the Store Manager to make changes to their availability for future schedules. (A I Tr. 228). Once the Partner Planning tool marries its forecasting information with the partners' availability data from Partner Hours, the system automatically generates store schedules for each store nationwide using forecasted hours. (B I Tr. 218-19, 260; M I Tr. 34-35). Thus, the schedules for all stores are automatically generated in the first instance by technology, not by Store Managers. Store Managers are expected to write

schedules based on the forecasted hours in their stores. (A I Tr. 112).

Schedules are posted weekly, three-weeks in advance. (A I Tr. 108). The District Manager must approve all planned or unplanned overtime; it cannot be approved by Store Managers. (A I Tr. 111). If all the automatically generated shifts in a store cannot be covered due to call-offs or other reasons, both the Store Manager and the District Manager look for partners to cover the shifts, both from within the home store involved and from other stores in the Atlanta Market. (A I Tr. 113-16).

Relatedly, partners who want more hours than are being provided through the scheduling at their home stores can—and do—look for hours in other stores in the Atlanta Market. (A I Tr. 107-08; Er. Exs. 915, 941). Partners routinely work hours in stores other than their home stores as evidenced by the interchange data discussed herein. (*See* discussion *infra*). District Manager Armstrong testified in Atlanta I that borrowing partners happens “very often” in the Atlanta Market. (A I Tr. 113). Through Shift Marketplace, partners have visibility into the schedules of all the stores in the Atlanta Market, and they can either be assigned to shifts at stores other than their home store, or volunteer for such shifts. (A I Tr. 107-09; Er. Exs. 915, 941). Partners can swap shifts with other partners either in or outside of their home stores so long as they find coverage for those shifts. (Er. Ex. 926 at p. 27). Once a partner is scheduled for a shift, regardless of whether it is a home store shift or a shift in another store, and regardless of whether the partner is working it by assignment or choice, it becomes an assigned shift and they simply cannot choose not to work it. (Er. Ex. 926 at p. 27). They will be disciplined for failing to do so. (Er. Ex. 926 at p. 27).

In addition, Starbucks’ scheduling tools specifically schedule Store Managers for “non-coverage” hours in which they are not performing customer-facing duties. (A I Tr. 135; A II Tr. 22-23; M I Tr. 145, 163). Store Managers spend part of their time doing customer-facing activities

side-by-side with Baristas and Shift Supervisors—referred to as working “shoulder to shoulder” with partners. (A I Tr. 136-37). Store Managers in the Atlanta Market cannot unilaterally decide what their store’s non-coverage hours will be, or how many hours they and their partners will spend in non-coverage duties, as those decisions are made at the district level and communicated in a platform called Decision Center on Partner Hub. (M I Tr. 146). Moreover, during the hours a store is open and no Store Manager is present, the ASM or the Shift Supervisors present in the store, both categories of which are included in the petitioned-for unit, are responsible for the store. (A I Tr. 138-39, 147-48; A I Tr. 254 (Smith); A II Tr. 21-23; M I Tr. 146-47). Union witness Page Smith, a Shift Supervisor, testified in Atlanta I that during her scheduled shifts, she is the Playcaller (in charge or running the floor) “close to 75 to 80 percent of the time.” (A I Tr. 254 (Smith)). Similarly, Store Manager Michael Thomas testified in this hearing that a Shift Supervisor is the Playcaller and runs the store “80 to 85 percent of the time” in the Peachtree Dunwoody and Hammond Drive store. (A II Tr. 22-23). *The Union did not contradict or otherwise refute Store Manager’s Thomas’ testimony to this effect nor could it insofar as its own witness, Page Smith, conceded this very point in Atlanta I. The fact that partners at petitioned-for stores who are eligible voters are responsible for the store during the considerable number of hours that a Store Manager is not present or on the floor underscores the critical point that individual stores do not operate with sufficient autonomy to sustain a single-store unit.* The stores are preponderantly managed by the District Managers under the direction of the Regional Director in charge of the Atlanta Market, which supports Starbucks’ argument that the Atlanta Market is the only appropriate unit.

**e. Personnel Policies Are Centrally Promulgated and Applicable to All Partners in the Atlanta Market.**

Starbucks’ heavily centralized control carries through its personnel policies. All partners



are subject to the same personnel policies, as crafted by a human resources team in Seattle. (B I Tr. 277, 389; M I Tr. 90-92). The Partner Guide is given to all partners in the Atlanta Market (and throughout the country) when they begin work, and it contains all employee policies and procedures. (A I Tr. 132; M I Tr. 91-92; Er. Exs. 13, 926). Starbucks also uses an Operations Manual, developed centrally at the corporate level, in all its stores. (M I Tr. 90-91). The Operations Manual contains additional policies and procedures applicable to all partners nationwide. (M I Tr. 90-91). Another centrally developed document, The Operation Excellence Field Guide, similarly applies in all stores and describes all of the field roles, routines, and resources needed for store operations, outlines the roles and responsibilities for all positions within a store all the way to the Regional Director level, identifies the tools and resources each position should leverage, and how the various positions work together to accomplish the goal of delivering a consistent customer and partner experience. (M I Tr. 90-91). These core policy documents apply, not just in the Atlanta Market, but in all stores nationwide.

Starbucks also uses nationwide services and call centers to provide human resources support. For example, all partners nationwide have access to the same Partner Resources Support Center (now called “Partner Relations”) for human resources information and support regardless of the store in which they work. (A I Tr. 204; A II Tr. 42 (Fountain); B I Tr. 389; M I Tr. 91). A partner will call the Partner Contact Center and select a prompt and then speak with a Partner Relations partner who takes case notes, and then sends it to the proper region. (A I Tr. 204-05). Partner Relations partners are assigned to specific regions but depending on call volume could take a call from any partner around the country. (A I Tr. 206). It is possible that a partner from the Peachtree Dunwoody and Hammond Drive store speaks to a different Partner Relations partner each time they call the Partner Contact Center. (A I Tr. 206). Any Partner Relations team member

can look up an open case on the Company's ROAST system. (A I Tr. 206-07). Starbucks also has a national Ethics and Compliance team available to all partners, which typically deals with more serious matters such as discrimination issues. (A I Tr. 208).

Although policies and call centers may apply at the national level, Starbucks also provides market-specific resources. For example, Starbucks employs a Partner Relations Manager responsible for all stores in the Atlanta Market, Bryan Black, to interface with hourly partners regarding application of these policies. (A I Tr. 205). The stores in the Atlanta Market also post a "Navigating Your Concerns" poster in the back of the house, which contains the Store Manager's and District Manager's phone number and email address along with information on how to contact the Partner Contact Center and Ethics and Compliance. (A I Tr. 59-61; Er. Exs. 915, 941).

**f. Partner Work Assignments Are Centrally Determined by the Play Builder Tool, and Store Managers Have No Meaningful Discretion Over Such Assignments.**

Starbucks' Services Team in Seattle created an engineering tool for deploying partners called "Playbuilder." (B I Tr. 354; M I Tr. 89-90, 92; Er. Exs. 16, 906, 940). All stores nationwide use the Playbuilder to make projections of the daily store workflow, the product mix, the number of partners scheduled to work and where specifically, partners should be placed in the line layout, and what tasks they should be asked to complete. (A I Tr. 81-84; A II Tr. 22; B I Tr. 91, 354; M I Tr. 89-90, 92, 327-28; Er. Exs. 204, 906, 940). Playbuilder considers factors such as time of day, daily spikes in store traffic (i.e., "peak" times), the number of partners in the store, and the products available in the store to determine the best way to deploy partners. (A I Tr. 81-84; A II Tr. 22). Shift Supervisors, ASMs, or even Store Managers can all be the "Playcaller" in a store. (A I Tr. 94-95, 133). Notably, the Union's witness in Atlanta I testified that as a Shift Supervisor she regularly acts as the Playcaller instead of the Store Manager. (A I Tr. 254 (Smith)). This testimony is consistent with Store Manager Michael Thomas's testimony in this hearing that the Shift

Supervisor acts as the Playcaller. (A II Tr. 22). As explained in Point III.A.2(d), the fact that a non-statutory supervisor runs the store for so much of the day underscores that the point that the stores are controlled centrally and are so deeply integrated that a single store unit is manifestly *inappropriate*.

Although there is evidence Shift Supervisors may not use the Playbuilder-generated plays, the evidence also demonstrates they do so based upon the training that Starbucks provides them, their knowledge of which partners are good at what roles, and their experience as a Shift Supervisor. NLRB precedent makes clear that memorizing instructions is ***not*** an exercise of supervisory authority. *CNN America, Inc.*, 361 NLRB 439, 460 (2014); *WSI Savannah River Site*, 363 NLRB No. 113, at 3 (2016); *see also Byers Eng'g Corp.*, 324 NLRB 740, 741 (1997) (the issuance of instructions and minor orders based on greater job skills does not amount to supervisory authority); *Providence Hosp.*, 320 NLRB 717, 727, 729-30 (1996) (routine assignment or direction to perform discrete tasks based on experience, skills, and training constitutes insufficient indicia of supervisory authority).

**g. Disciplinary Matters Are Centrally Determined and Store Managers Have No Discretion to Alter Them.**

Further evidence of centralized control is the implementation of partner discipline. Starbucks utilizes yet another technology tool, Virtual Coach, to ensure that discipline is consistently administered across its stores. (A I Tr. 118-119; Er. Ex. 921). Starbucks wanted to ensure that each partner is managed in the same way and subject to the same disciplinary policies and procedures regardless of the stores in which such partner may work. (B I Tr. 280; M I Tr. 254). Virtual Coach removes managerial discretion, i.e. biases, favoritism, etc., from the corrective action process; it allows managers to issue discipline in a way that is consistent across the entire country. (B I Tr. 280).

Store Managers and ASMs across the Atlanta Market are provided training on Virtual Coach. (A I Tr. 121-22). All Store Managers are expected to use it, and they do in the Atlanta Market. (A I Tr. 121). For example, when an hourly partner (Barista or Shift Supervisor) has an attendance, conduct or performance issue, Store Managers are required to use Virtual Coach. (A I Tr. 119). Virtual Coach then processes the information and determines the level of discipline to be issued. (B I Tr. 279-80, 387; Er. Exs. 22, 921). Likewise, if the underlying conduct involves poor attendance, Virtual Coach guides the Store Manager through a series of “yes” and “no” questions based on the Company’s attendance and discipline policies. (Er. Ex. 22). The Store Manager is expected to follow Virtual Coach and does not have discretion to ignore its directives. (A I Tr. 196). Should a Store Manager ignore Virtual Coach or fail to use it, they would be subjected to discipline. (B I Tr. 280).

Relatedly, Store Managers contact their District Managers to involve them in discipline for partners in the Atlanta Market. (A I Tr. 102). District Managers approve all written and final warnings. (A I Tr. 102). At various steps in the process, Virtual Coach informs Store Managers to contact their District Managers and may also inform the Store Managers to contact Partner Relations for assistance. (M I Tr. 73, 255; Er. Ex. 22). Ultimately, “this tool understands some things are so serious that you need to absolutely immediately call them in,” and Store Managers do just that. (M I Tr. 72-75, 255, 270; B I Tr. 283-84; Er. Ex. 18). Nothing is left to the Store Manager’s discretion.

All the corrective action forms utilized in the Atlanta Market and throughout the country are centrally created at the corporate level. (M I Tr. 80; Er. Exs. 18, 930). Any written or final warning requires a witness. (A I Tr. 178). The witness is usually a Shift Supervisor for a written warning and another Store Manager for a final warning. (A I Tr. 179).

The Union's witness Lizzie Fountain testified, solely based upon the witness's experience receiving a write-up, that Store Managers are responsible for issuing discipline. (A II Tr. 36-37 (Fountain)). Such testimony should not be given any weight, however, because it lacks foundation in that Fountain did not testify as to what steps took place following the identification of the conduct in issue and the resulting disciplinary action—Fountain had no idea what transpired before the write-up was issued—and did not know if the Store Manager spoke to the District Manager prior to issuing the discipline. (A II Tr. 36-37, 49-51 (Fountain)). In contrast, Starbucks' evidence states exactly what happens—the Store Manager utilizes Virtual Coach, and the District Manager or partner relations team approves the written or final warning. (A I Tr. 118-21). Accordingly, Fountain's testimony is not evidence of local store autonomy and should be accorded no weight.

**h. Partners' Workplace Concerns Are Centrally Handled at the Market Level and Above.**

Supporting its efforts to ensure consistency across stores, Partner Relations Manager Bryan Black is responsible for partner relations issues throughout the Atlanta Market and helps ensure that such issues are handled consistently on a market-wide basis. (A I Tr. 200-01). Starbucks also utilizes the Partner Resource Support Center, which acts as a call center to triage incoming partner complaints and questions. (A I Tr. 204-06). All Atlanta Market partners are provided with contact information for the PRSC via the Partner Guide, Navigating Your Concerns poster, and in the Daily Records Book kept in each store. (A I Tr. 205-06; B I Tr. 282; M I Tr. 91; Er. Exs. 13, 915, 926, 941). All partner calls to the PRSC are answered by human resources professionals who are trained to calibrate with one another to drive consistent outcomes. (A I Tr. 204). Those answering the calls adhere to a myriad of scripts to assess the situation. If the incoming call is about harassment or ethics, the partner call is forwarded to the ethics and compliance team. (A I Tr. 208; B I Tr. 389-90; M I Tr. 256-57). If the incoming call is more human resources related, then it is

transferred to the partner relations team (A I Tr. 204-06). In evidence as Employer Exhibit 23 is a script to address an incoming complaint, which states that the complaint will be shared with the District Manager (DM), not the Store Manager, and the “partner can anticipate follow-up and/or resolution from their DM.” (Er. Ex. 23).

In sum, Starbucks’ evidence demonstrates that all decisions regarding staffing, hiring, scheduling, promotions, and disciplinary action are controlled by Starbucks’ centrally promulgated policies, handled in the first instance by Starbucks’ centrally deployed technology tools, and are handled with significant involvement from and approval by the District Managers and Regional Director. Although the Union’s witnesses testified about Store Manager and/or Shift Supervisor involvement in these areas, their testimony was speculative, lacked personal knowledge, or was antedated rather than based upon current procedures. The evidence also shows that many of the tasks on which the Union relies to establish local autonomy do not support its position because those tasks are also performed by Shift Supervisors, who are not supervisors within the meaning of the Act; the fact that eligible voters, rather than statutory supervisors, run the stores for significant periods, if not a preponderant amount, of time underscores the centrality of control over operations and labor relations at the market or national level. This strongly supports rebuttal of the single-store presumption.

**B. Stores in Atlanta Are Functionally Controlled at the Market Level and Above.**

As the foregoing discussion makes clear, all the stores in the Atlanta Market are functionally coordinated both in terms of operations and in terms of labor relations. As explained above, Starbucks collectively purchases, receives, and delivers supplies and products through the one supply chain system to the stores without any store-level discretion. (B I Tr. 70; M I Tr. 58, 84-85, 108). When a store runs low on supplies, partners contact and travel to other stores to pick up the needed supplies. (A I Tr. 42-44; B I Tr. 78-80; M I Tr. 150). All stores in the Atlanta Market

and throughout the U.S. utilize an automated ordering system for certain products like food and merchandise, and for items not automatically ordered all stores utilize the same inventory management system for ordering supplies. (B I Tr. 74, 345-47; M I Tr. 84-85, 150).

Starbucks' uniform policies and procedures and deployment of technology tools to standardize hiring, scheduling, assigning work and discipline across the Atlanta Market is also strong evidence of functional coordination at the district and national level. Individual store managers do not have authority to deviate from the centrally promulgated procedures. (A I Tr. 128-29). Starbucks also distributes a Weekly Update to all its partners via Partner Hub to inform partners of any upcoming events, changes in recipes, and COVID procedure changes. (A I Tr. 65). The uniform deployment and utilization of technology tools also is designed to limit local store autonomy and Store Manager discretion over the areas in which these tools operate, and to ensure operational and labor relations uniformity across all stores in the market.

Perhaps most importantly, the functional coordination among the stores in the Atlanta Market is demonstrated by the way Starbucks manages its partners on a market-wide basis. District Manager Armstrong works with other District Managers to promote Shift Supervisors in the Atlanta Market. (A I Tr. 95-96, 99; *see also* M I Tr. 67, 314). Ms. Armstrong also served as dual-district manager for two districts in the Atlanta Market, bringing further cohesion to these already unified stores. (A I Tr. 30-31). Hiring needs are identified on a market-wide basis. In addition, discipline and discharge decisions are handled uniformly and with constant oversight from District Managers and Partner Resource Managers. (A I Tr. 177-78).

Another strong example of the functional integration of the stores in the Atlanta Market is the extensive partner interchange discussed below. Starbucks' operations are built on the premise that partners will work across all stores in the Atlanta Market, as business needs dictate. For that

reason, partners are hired with the expectation they will work at multiple stores during their employment. (M I Tr. 30; Er. Ex. 4). As explained *infra*, partners with “home” stores in the Atlanta Market can and do regularly work in other stores in the market beyond their “home” store. (See discussion *infra*). In fact, about 55 percent of the partners who worked at the Peachtree Dunwoody and Hammond Drive store between April 29, 2019 and January 16, 2022 were “borrowed” partners with different home stores. (Er. Ex. 944, p. 3 – as reflected by the gray bar).

In short, Starbucks centrally controls nearly every aspect of day-to-day store operations at the market level and above. This purposeful and detailed centralized decision-making ensures a consistent Starbucks experience for customers regardless of the store they patronize. This extensive centralized control also enables partners to work seamlessly in any store in the Atlanta Market without additional training to deliver the same customer experience, while continuing to enjoy the same terms and conditions of employment regardless of the store in which they are working. The functional coordination of Starbucks operations is strong evidence rebutting the single-store presumption and supports a multi-location unit consisting of all hourly partners working in the Atlanta Market as the only appropriate unit.

**C. Partner Skills, Functions, and Working Conditions Are the Same Throughout the Market.**

There is no dispute that all the partners working in the Atlanta Market have the same basic job functions and skills, and enjoy the same wages, benefits, and other working conditions regardless of the store in which they work. Again, this is by design because it allows an Atlanta partner to work seamlessly in any store in the Atlanta Market without the need for retraining or adjusting wages and benefits.

In Buffalo I, the Acting Regional Director found that there was a meaningful functional difference between stores with and without a drive-thru. However, respectfully, the only difference



between cafés and drive-thru stores is that partners working in drive-thru store may need to wear a headset—a de minimis difference at best. (B II Tr. 59). There is no meaningful functional difference between stores with and without a drive-thru and the skills, functions, and terms and conditions of employment at those two kinds of stores are the same.

**1. All Atlanta Partners Have the Same Job Functions and Skills.**

Consistent with Starbucks' business model of delivering the same customer and partner experience regardless of individual store, partner skills, functions and working conditions are the exact same across the Atlanta Market. Partners throughout Atlanta receive the same training and perform the same functions and deliver the same customer service at every store in the market. These functions and services are all derived from Starbucks' intentional and meticulous business plan to control how stores precisely operate to ensure consistency of the customer experience.

Atlanta Market partners are required to follow the same operating and policy manuals developed at Starbucks' headquarters in Seattle, including the Siren's Eye, the Partner Guide, and the Operation Excellence Field Guide, which specify what food items will be included in the weekly menu, the menu prices, instructions on how to display and prepare food and drink items, the roles of the positions in the market, and any training necessary to complete these tasks. (A I Tr. 62-66, 132; B I Tr. 350-52; Er. Ex. 920, 925, 926).

Atlanta Market partners operate the same equipment and are assigned to the same predetermined in-store work locations to perform specific roles and routines as guided by the Playbuilder tool. (A I Tr. 130-31; B I Tr. 93, 95-97; Er. Exs. 17, 906, 925, 940). Once assigned to in-store locations by the "Playcaller" (who most often is a shift supervisor), the partners perform specific roles and routines per detailed guidelines. (A I Tr. 130-31; A II Tr. 22; Er. Exs. 17, 906, 925, 940). For each role there is a corresponding routine that a partner must follow. (Er. Exs. 17, 925). These roles and routines are consistent across the Atlanta Market. (A I Tr. 130-31; Er. Exs.

17, 925).

In addition, all partners in every store must also follow the same steps and instructions when performing all store-related operations, e.g., opening the store, “clocking in” their time, displaying merchandise, creating and serving drinks and food, stocking merchandise, placing orders in the point of sale (“POS”) system, closing out a transaction, and store closing duties. (B I Tr. 89, 94-95, 96-97, 249-50, 356, 358-59; Er. Exs. 13, 17, 21).

**2. All Atlanta Partners Undergo the Same Orientation and Training, Which Is Centrally Determined.**

Orientation and training are also established on a market-wide basis. (A I Tr. 140-43; M I Tr. 70; Er. Exs. 923, 934). All partners nationwide receive the same new hire orientation. (B I Tr. 247-48; M Tr. 77-78, 376; Pt. Ex. 8). The “First Sip” orientation is exacting to the level of detail that the same exact coffee is brewed for the new hire’s first coffee tasting. (A I Tr. 127-29; Er. Ex. 925). Store Managers in the Atlanta Market conduct the “First Sip” as guided by the First Sip Manager Discussion Guide and First Sip Manager Support Kit and ultimately sign off on its completion in each training document. (A I Tr. 127-29, 131; Er. Exs. 923, 934). All new Baristas nationwide receive the same training too—the “barista basics training.” (A I Tr. 140-43; A II Tr. 37-38 (Fountain); Er. Exs. 14, 934). All stores nationwide designate a few baristas as “barista trainers,” who are responsible for ensuring new baristas complete the barista basics trainings completely and uniformly across all Starbucks stores. (A I Tr. 142-43). Union witness Lizzie Fountain testified that she went through an online training course to become a “barista trainer.” (A II Tr. 36-37 (Fountain)). The Barista Basic Training Plan has a standardized script and modules, and no one in any position throughout all of Starbucks’ stores has any authority to deviate from the guide. (A I Tr. 142-43; M I Tr. 70-71, 75-80, 352, 376; Er. Exs. 14, 934). All new Shift Supervisors nationwide receive the same training too—the “shift supervisor basics training.” (A I

Tr. 140-41; Er. Ex. 923). Likewise, when partners are promoted to ASM or Store Manager positions, they follow another nationwide, uniform training module called the SMT-30. (A I Tr. 351-52). The Atlanta Market has Store Manager Trainers responsible for training Store Managers and ASMs. (A I Tr. 100).

All partners nationwide also receive the same training regarding food and store safety, which is centrally promulgated by Starbucks' training team. (B I Tr. 87-88). Starbucks' Operations, Products and Learning Development Teams oversee partner training needs, and create and implement scripts for new promotions, including for promotions to the position of Shift Supervisor. (B I Tr. 84-85, 369; M I Tr. 70-71, 75-80; Er. Exs. 14, 15). There is no store-specific training, as all stores in the Atlanta Market, and indeed all stores in the country, adhere to the same operating protocols developed centrally by Starbucks' headquarters. (M I Tr. 70-71, 75-80). In fact, Union witness Lizzie Fountain testified that two Baristas recently hired to work in the Peachtree Dunwoody and Hammond Drive store were trained at **other** stores. (A II Tr. 52-53 (Fountain)).

The fact that Baristas and Shift Supervisors (and ASMs) across the Atlanta Market possess the same skills, perform the same functions, receive the same orientation and training, and enjoy the same working conditions strongly rebuts the single-store presumption, and shows that a multi-location unit consisting of all hourly partners in the Atlanta Market is the only appropriate unit.

**D. All Atlanta Partners Share the Same Centrally Determined Wages, Benefits, and Working Conditions.**

Partners who work in stores in the Atlanta Market earn the same wage rate regardless of the specific store in which they may be working on any given day. Wages and benefits for all partners in the Atlanta Market are set by Starbucks' compensation team in Seattle. (A I Tr. 203-04; M I Tr. 82; Er. Exs. 203, 932). Store Managers have no ability to change the wages or benefits

in any individual store. (A I Tr. 203; M I Tr. 91). Annual wage increases are centrally determined; Store Managers have no discretion over them. (A I Tr. 203-04; B I Tr. 259, 284; M I Tr. 83). Specifically, partners in the Atlanta Market have had the same and consistent wage increases across the board. (A I Tr. 124).

All partners in the Atlanta Market also receive the same exact vacation and paid time-off benefits. (A I Tr. 201-02; B I Tr. 286-90, 294; M I Tr. 83; Er. Exs. 19, 20, 932). In addition, all partners in the Atlanta Market receive access to the same exact additional benefits, including, but not limited to:

- Medical, dental, and vision coverage (after 20 hours)
- Short- & Long-Term Disability Coverage
- Life Insurance
- A yearly grant of stock
- Access to the Company's Stock Investment Plan
- Company's 401(k) Plan
- Partner & Family Sick Time
- Paid Parental Leave
- Lyra Mental Health
- Headspace
- Weekly free coffee mark outs
- Free coffee and food while working
- Care@Work
- Financial Assistance Program (CUP) Fund
- Food discounts
- Time and a half paid for holidays
- Family expansion reimbursement
- DACA filing fees
- Free bachelor's degree through Arizona State University
- Online courses on sustainability
- Starbucks Coffee Academy
- Coffeegear
- Commuter benefits
- Starbucks Rewards Partner Benefits
- Partner Discount Programs
- Giving Match
- Partner Connection & Fitness Reimbursement
- Elite Athlete Program
- Partner Recognition

(A I Tr. 201-03; B I Tr. 286-90, 294; M I Tr. 83; Er. Exs. 19, 20, 932).

Beyond receiving the same wages and benefits, all Atlanta partners enjoy the same working conditions regardless of the store in which they work on a given day. For example, all partners wear the same uniforms, access the same timekeeping system, use the same POS system, perform the same job duties, and provide the same customer experience regardless of store. (B I Tr. 292-93; M I Tr. 90; Er. Ex. 926, p. 28). Working conditions do not vary by store.

**E. The NLRB Has Held the Single-Store Presumption Rebutted Under Circumstances Similar to Those in This Case.**

The quantum of evidence regarding central control of operations and labor relations and common terms and conditions of employment in this case is similar to or greater than those cases in which the Board has previously held that the employer overcame the single-facility presumption. For instance, in *Super X Drugs*, 233 NLRB at 1114-15, the Board found that a multi-location unit was appropriate where the centralized control of operations and labor relations left the authority of store managers “severely circumscribed.” As in the instant matter, in *Super X*, all of the Company’s stores were similarly laid out and displayed and sold the same merchandise, and the district manager determined advertising, prices, operating hours, the number of employees in each position, and the hours to be worked by employees. The district manager was also required to approve leaves and pay raises, and while a store manager interviewed applicants and played a role in the hiring and firing process, the district manager was also a decision-maker in both. The Board found that the employer’s operations were “highly centralized” and that the only appropriate unit included all four of the employer’s stores in the Chicago area or all five of its stores in Cook County.

Similarly, in *Kirlin’s*, 227 NLRB at 1220-21, the Board held that a single-location unit was inappropriate because “of the integrated operation of the six stores, the centralized management of

labor matters, commonality of supervision, interchange of employees, identical employee functions and terms and conditions of employment, the limited personal authority of each store manager, and the proximity of the two Carbondale stores within the same shopping mall.” In its decision, the Board noted that purchasing, accounting, and distribution of merchandise were handled centrally for all stores, all stores were similarly laid out and displayed and sold goods at the same prices, the operations manual was centrally drafted and established uniform guidelines for all stores, and employees performed the same functions, received the same wages and participated in common benefits across stores. While the individual store managers in *Kirlin’s* were involved in the hiring, firing, and discipline process, and could recommend the same, which far exceeds the involvement of Starbucks’ Store Managers in Atlanta, the Board found that the *Kirlin’s* district manager “share[d] final authority” with the store manager. *Kirlin’s*, 227 NLRB at 1221. Like the facts in this case, the store managers in *Kirlin’s* had, at best, “limited authority” in daily labor relations decisions, but the Board found that the centralized control over operations showed a “lack of autonomy at the store-level” that rendered a multi-location unit appropriate.

Similarly, in *Big Y Foods, Inc.*, 238 NLRB 860 (1978), the Board found a multi-location unit appropriate and held that the three petitioned-for stores lacked sufficient local autonomy. In its decision, the Board noted that “[a]lthough it is apparent that the individual store managers directly supervise employees, it cannot properly be concluded the managers significantly control or implement terms and conditions of employment of the liquor markets’ employees.” *Id.* at 861. While the Board recognized that local managers assigned duties and prepared schedules, this authority was circumscribed by the centralized control over employee hours and uniform policies. *See Walakamilo Corp.*, 192 NLRB 878, 878 & n.4 (1971) (finding “individual store managers exercise little discretion” because the director of operations set wages, granted promotions, and

had final authority with regards to grievance adjustments, even though individual store managers may hire employees and discharge employees); *Twenty-First Century Rest. of Nostrand Ave. Corp.*, 192 NLRB 881, 882 (1971) (finding individual restaurants subject to “close centralized control” notwithstanding that individual store managers were authorized to hire new employees at the state’s minimum wage rate, could discharge new employees within a 90-day probationary period, and issue discipline); *White Castle System, Inc.*, 264 NLRB 267, 268 (1982) (noting individual store manager authority was “highly circumscribed” despite store supervisors being permitted to interview and hire employees subject to a district manager’s approval); *Nakash, Inc.*, 271 NLRB 1408, 1409 (1984) (finding individual store manager’s autonomy “severely circumscribed” where, although store manager hired individuals, the store manager had to adhere to “established guidelines” in hiring, and otherwise confer daily with a member of central management about hiring and firing decisions).

**F. There Is a High Degree of Employee Interchange Across the All Stores in the Atlanta Market.**

In addition to the significant evidence of centrally controlled operations and labor relations, the hearing record is replete with substantial testimonial and documentary evidence detailing the extensive level of partner interchange among stores in Atlanta. First, Store Managers in the Atlanta Market can and do cover multiple stores, and the District Manager may assign one Store Manager to cover another store due to vacation, illness, and the like. (A I Tr. 49-51, 76, 104). Second, District Managers in the Atlanta Market will cover more than one District if there is a vacancy. (A I Tr. 30-32, 121). From December 27, 2021 to February 14, 2022, District Manager Armstrong filled in as the District Manager for District 475 while still maintaining that role in District 3147. (A I Tr. 30-31).

More importantly, partners may be directed to work a shift in any store in the market,

regardless of which store is their home store, and this expectation is communicated during the hiring process and from the very beginning of employment. (M I Tr. 34-39, 147-48). At the hearing, Starbucks provided expert analysis of the underlying data.

Starbucks provided raw data, with specific partner information, dates, stores, and time punch details, for all partners in the Atlanta Market, and presented expert testimony from Dr. Abby Clay Turner, who holds a Ph.D. in economics and public policy, to analyze and explain the data contained in Employer Exhibits 901, 944, and 945. (T Tr. 431-67). This expert analysis compels the conclusion that Starbucks partners extensively interchange among the stores in the Atlanta Market, thus, rebutting the single-store presumption.

In addition, District Manager Armstrong testified in Atlanta I that borrowing partners happens “very often” in the Atlanta Market. (A I Tr. 113).

**1. Expert Testimony Is Properly Admissible and Should Be Given Significant Weight.**

The parties have stipulated that Dr. Abby Turner is properly certified as an expert witness to help interpret the interchange data and explain the statistical significance of the figures. (Bd. Ex. 2, ¶ 15; Er. Ex. 902).

Starbucks has presented a large volume of raw data regarding partner interchange and statistical analysis regarding this data is clearly relevant. (*See* Er. Ex. 901(a)-(f)). In fact, the Board has specifically recognized the value of statistical analysis to contextualize interchange data, concluding in *New Britain Transportation Co.*, 330 NLRB 397, 398 (1999), that interchange data presented without any statistical analysis was “of little evidentiary value.” Performing such a statistical analysis is not something that the Board or Regional Directors are required to attempt themselves, nor are they authorized to hire economic experts like Dr. Turner of their own volition. *See* 29 U.S.C. § 154(a) (“Nothing in this subchapter shall be construed to authorize the Board to



appoint individuals . . . for economic analysis.”). It follows, therefore, that having an expert like Dr. Turner conduct a statistical data analysis and testify regarding what that data means in context, is not only relevant but inherently useful to assist the Regional Director to assess the matter before her, as the evidence presented regarding employee interchange bears directly upon the ultimate issues in this case.

## **2. The Analysis of Starbucks’ Interchange Data Demonstrates Real and Substantial Partner Interchange Throughout the Atlanta Market.**

Dr. Turner’s analyses and reports demonstrate she not only analyzed Starbucks’ interchange data in the Atlanta Market as a whole, but she also took steps to control for the impact of COVID-19, stores opening and closing, and permanent transfers from stores within and outside of the Atlanta Market (listed as “Alternative populations” in Er. Ex. 946). (*See* T Tr. 431-67; Er. Ex. 946, p. 2; Er. Ex. 944, pp. 11-36). Dr. Turner also excluded Store Managers from her analysis to ameliorate concerns with the data raised in the Mesa Decision and Direction of Election, and excluded any partners who are recorded as having multiple home stores during the data period. (T Tr. 454; Er. Ex. 946, pp. 1-2; Er. Ex. 944, pp. 37-45). Finally, Dr. Turner created data sets to control for a number of factors, titled “Cumulative A” and “Cumulative B” restrictions. (Er. Ex. 946, p. 2; Er. Ex. 944, pp. 46-63). Throughout all of Dr. Turner’s analyses and data sets, one theme remains: borrowing in the Atlanta Market occurs on a frequent basis throughout the market.

As the NLRB’s case law makes clear, and as presented below, the rates of interchange identified by Starbucks’ data and Dr. Turner’s analysis of it strongly support rebuttal of the single-store presumption in this case. The data shows frequent interchange across the Atlanta Market sufficient to rebut the single-store presumption. *See, e.g., McDonald’s*, 192 NLRB at 878-79 (multi-location unit appropriate where 58 of 243 employees were temporarily transferred and the interchange rate was less than 1%); *Budget Rent A Car*, 337 NLRB at 884-85 (19.0% interchange

rate supported rebutting single-store presumption); *Twenty-First Century Rest. of Nostrand Ave. Corp.*, 192 NLRB 881, 882 (1971) (14.3% interchange rate rebutted single-store presumption).

**a. Nearly 40 Percent of Partners Working in the Atlanta Market Work in More Than One Store.**

An analysis of the data available for Starbucks' ASMs, Baristas, and Shift Supervisors (excluding Store Managers from the population) working in the Atlanta Market, which covers the approximately two- and one-half-year period between April 29, 2019 and January 16, 2022, shows that during this period approximately 38 percent of partners worked in two or more stores, about 20 percent of partners worked in three or more stores, about 12 percent of partners worked in four or more stores, and about 7 percent of partners worked in five or more stores. Conversely, about 62 percent of the partners working in the Atlanta Market worked in only a single store (which may or may not have been their home store) during the data period. Figure 1, *infra*, illustrates the distribution of partners within the Atlanta Market by the number of stores in which they worked.<sup>6</sup> (T Tr. 434-35; Er. Ex. 944, p.1; Er. Ex. 946, p. 1).

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<sup>6</sup> Dr. Turner testified about another sensitivity test conducted to look at all partners (excluding store managers) working in multiple stores throughout the two- and one-half-year period but excluding any pre- or post-transfer shifts and found the data still showed a similar amount of interchange. (T Tr. 450-52; Er. Ex. 944, pp. 28-36).

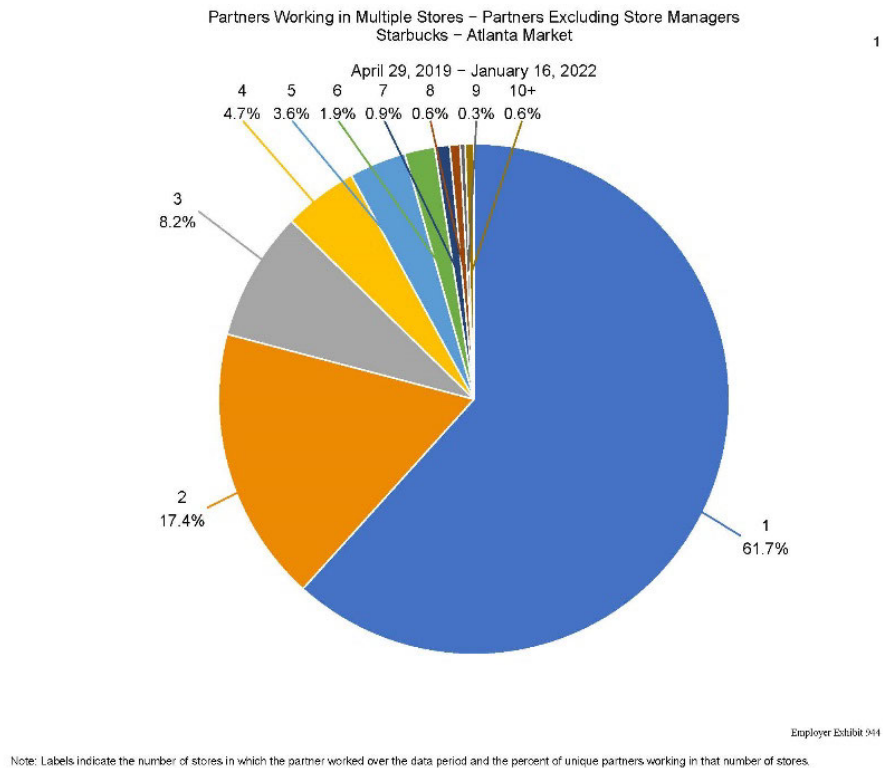


Figure 1

A similar analysis of the petitioned-for store shows that at any time during the period covered by the data, partners working in Peachtree Dunwoody and Hammond Drive (27818) are even more likely to work in multiple stores than the overall Atlanta Market population; about 54 percent of partners that worked in the Peachtree Dunwoody and Hammond Drive store work in two or more stores, about 33 percent of partners work in three or more stores, about 24 percent of partners work in four or more stores, 19 percent of partners work in five or more stores, about 12 percent of partners work in six or more stores, and **a stunning 6.7 percent of partners work in 10 or more stores**. About 46 percent of the partners working at the Peachtree Dunwoody and Hammond Drive store work only in that store (which, again, may or may not be their “home store”) during the data period. Figure 2 illustrates the distribution of partners working at Peachtree Dunwoody and Hammond Drive store by the number of stores in which they worked. (T Tr. 435; Er. Ex. 944, p. 2; Er. Ex. 946, p. 1).

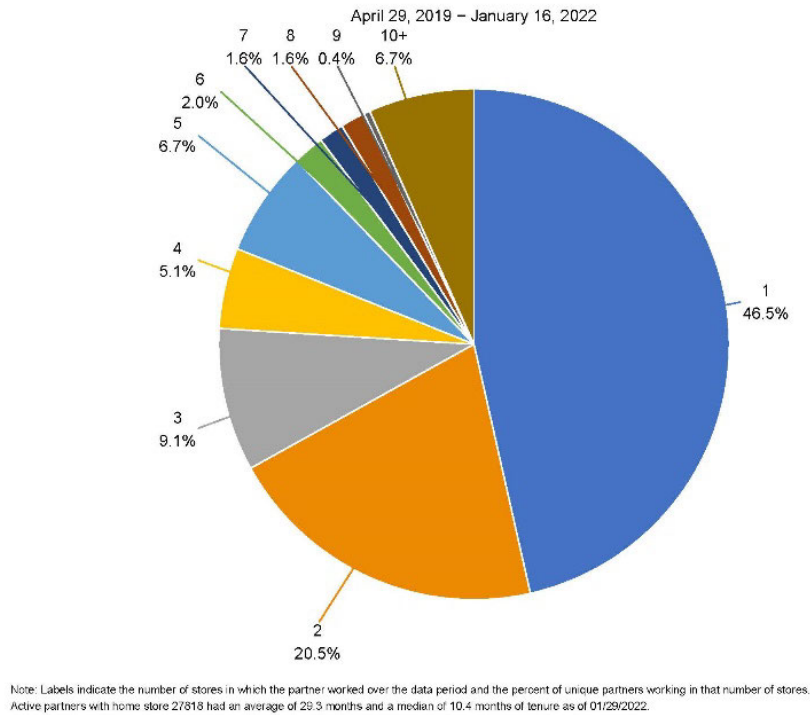
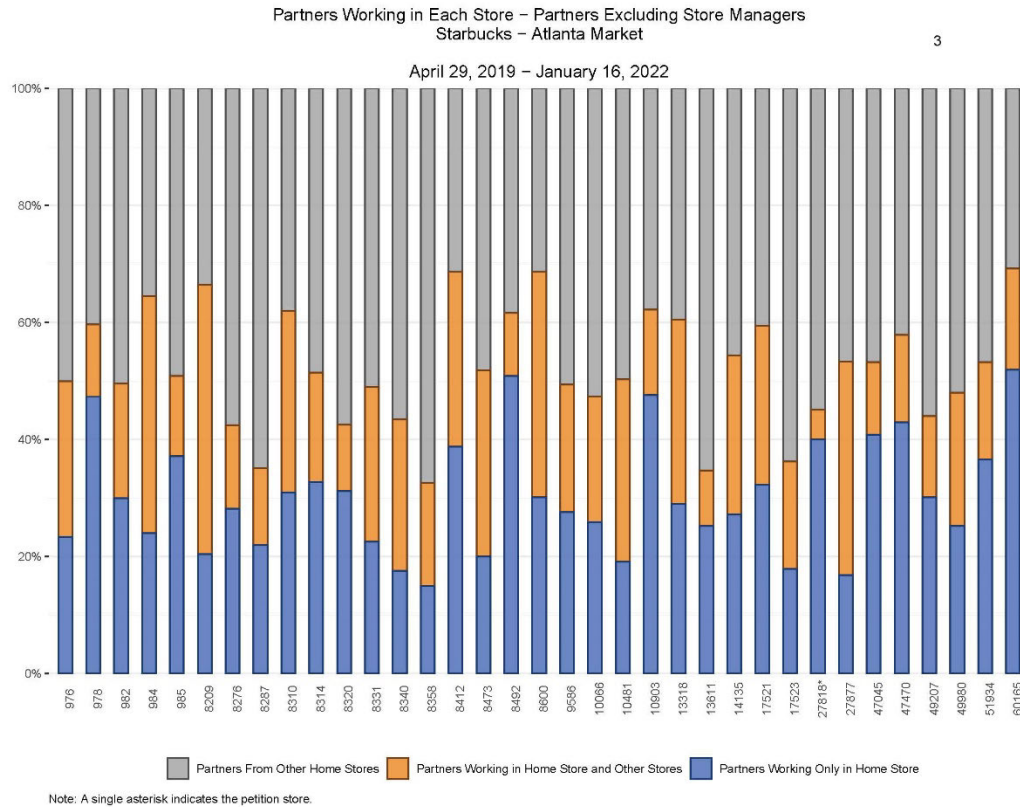


Figure 2

**b. Partners Working Only in Their Home Store Are the Minority in Every Store But Two in the Atlanta Market, Including the Peachtree Dunwoody and Hammond Drive Store**

Figure 3, *infra*, indicates which partners working in each store are assigned to that store as their home store (the blue and orange portions of each bar) as opposed to having another store as their home store (the gray portion of each bar). (T Tr. 435-36; Er. Ex. 944, p. 3; Er. Ex. 946, p. 1). For example, at the petitioned store, about 45 percent of the partners working in the store during the data period are assigned that store as their home store (blue and orange bars), while the other 55 percent of partners are assigned to other home stores (gray bar). Furthermore, there are no stores within the Atlanta market that are staffed entirely by partners from that home store. For all stores except two out of 31 in the market, partners that only work in their home store make up fewer than 50 percent of the overall population of partners working in the store (blue bar). And a majority of the stores in the market have fewer than 40 percent only working in their home store (blue bar).



*Figure 3*

Together, the blue and orange parts of each bar in Figure 3 comprise the population of partners assigned to each store as their home store. (Er. Ex. 946, p. 1). Within this population, the percent of partners working at more than one store varies from about 32 percent to 70 percent. Within the partners whose home store is the petitioned-for store (27818), about 5 percent work in more than one store as reflected by the orange part of the bar. More than half of the partners working at Store 27818 are partners from other home stores as reflected by the gray part of the bar.

**c. 1 in every 3 Days Require Borrowed Partners in the Atlanta Market.**

Figure 4, *infra*, illustrates how common it is for a store within the Atlanta Market to operate using at least one borrowed partner in the store. (T Tr. 436-37; Er. Ex. 944, p. 4; Er. Ex. 946, p. 1). The red-dotted line indicates the market average of about 30 percent of store-days which require

borrowed partners to operate. Put another way, about one out of every three days, a store engages in partner interchange. Across stores, the percent of days with interchange varies from about 5 percent to almost 70 percent. Within the Peachtree Dunwoody and Hammond Drive (27818) store, about 31 percent of days (nearly than 1 in every 3 days) are staffed using borrowed labor.

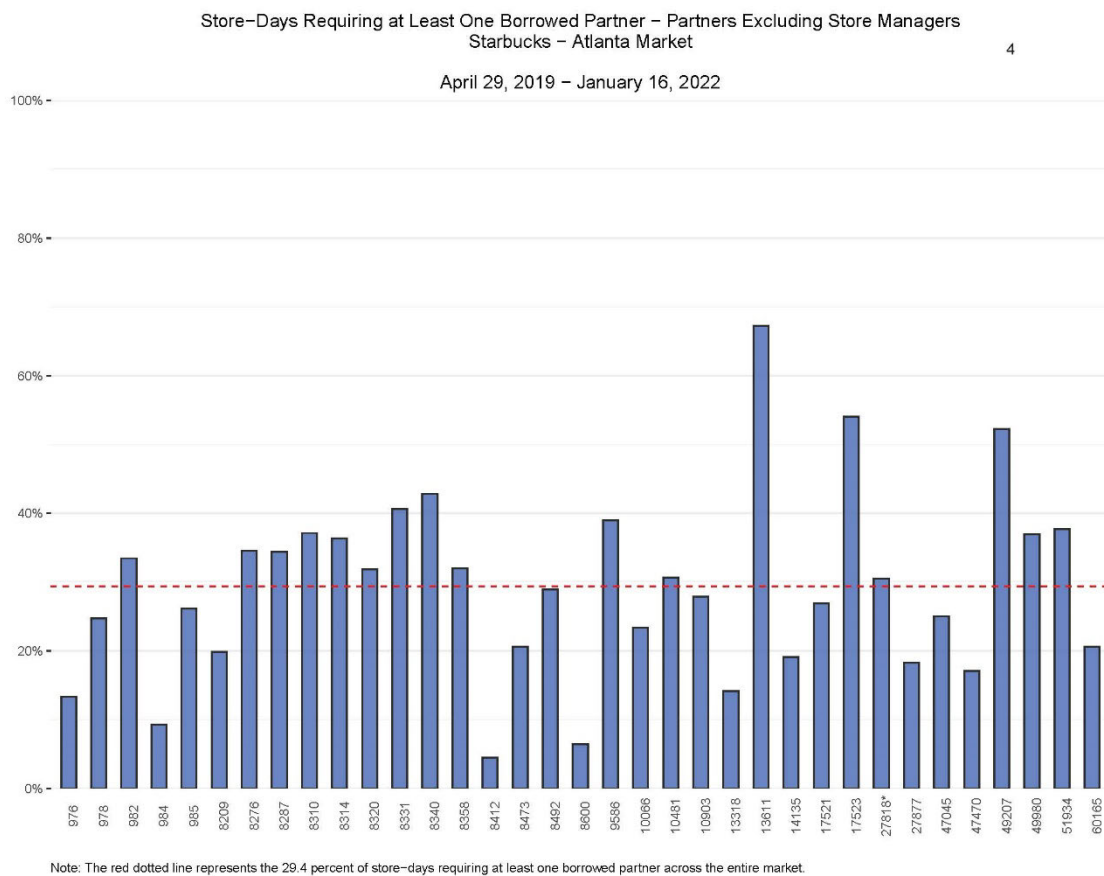


Figure 4

d. **A Widespread Pattern of Geographic Borrowing Occurs Across All Stores in the Atlanta Market.**

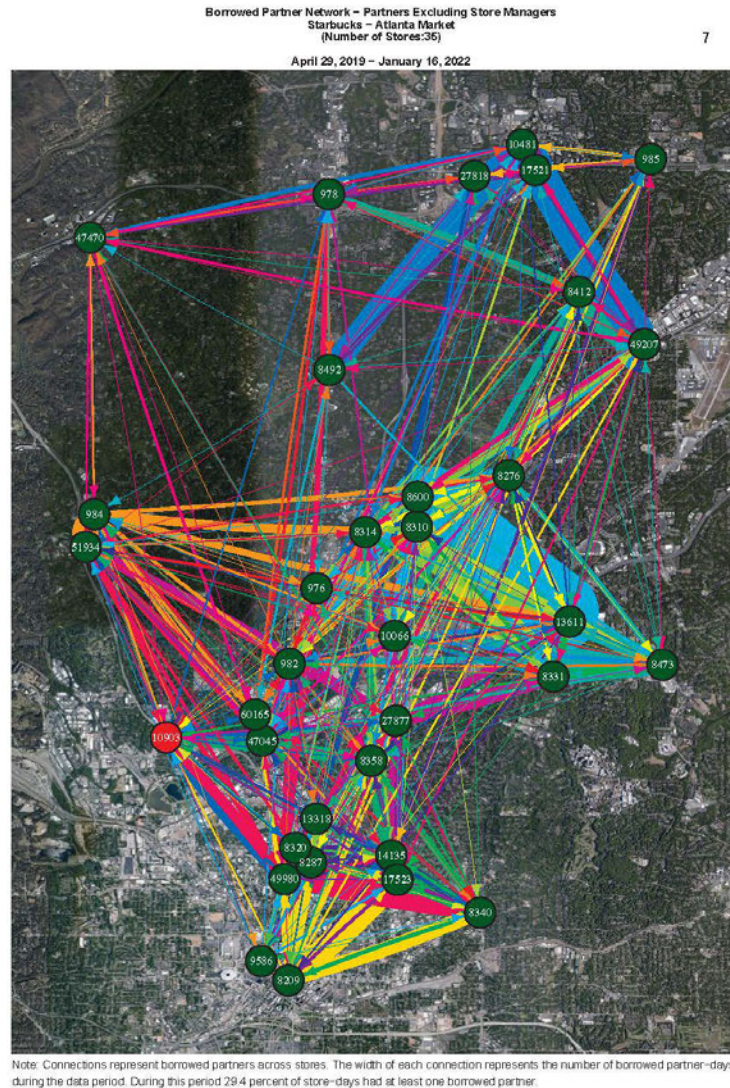


Figure 5

Figure 5, *supra*, is a map indicating the locations of all Starbucks stores in the Atlanta Market. (T Tr. 439-40; Er. Ex. 944, p. 7; Er. Ex. 946, p. 2). The lines connecting the stores indicate the flow of borrowed partners across stores, with arrows indicating the direction of the borrowing. This map illustrates the extent to which borrowing is widespread across the market. No stores are isolated or excluded from borrowing or lending partners; even more geographically separated Atlanta Market stores (e.g., Stores 985 or 47470) borrow from and lend partners to many other



stores within the market. Nor are any smaller clusters of stores isolated from the rest of the market, sharing partners only amongst themselves. The wider the line, the more interchange between the stores. Employer Exhibit 944 at pages 8 and 9 shows partners borrowed from Store 27818 and Store 27818 borrowing partners from other stores in the Atlanta Market, respectively. A clear pattern of regular interchange between all stores in the Atlanta Market emerges from the network illustrated in the map.

**e. Partner Interchange Is a Consistent Practice Across All Days of the Week.**

Figure 6, *infra*, shows that partner borrowing remains consistent across all days of the week. (T Tr. 437-38; Er. Ex. 944, p. 5; Er. Ex. 946, pp. 1-2). There is a slight decrease in the percent of borrowed partners on Mondays and Tuesdays. There is also a slight increase in the percent of borrowed partners on Saturdays and Sundays. But, despite these slight variations, borrowing remains close to the average of 4.6 percent of shifts across all days of the week. This shows a steady practice of borrowing partners across all days of the week with only minimal variations between the average percent for each day of the week in the Atlanta Market.

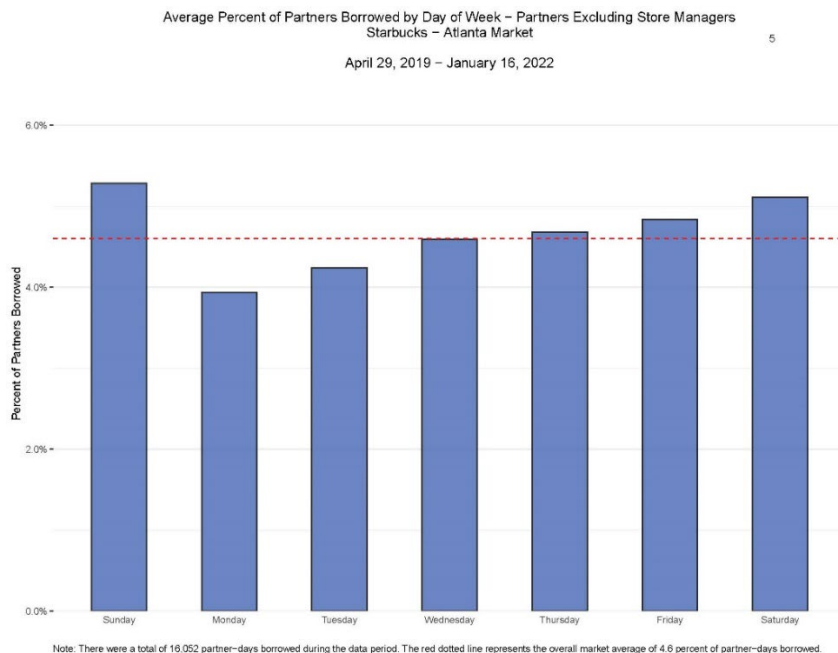




Figure 6

**f. Partner Interchange Is a Consistent Practice Across All Times of the Year.**

Figure 7, *infra*, illustrates the average rate of partner borrowing in the Atlanta Market by calendar date. (T Tr. 438-39; Er. Ex. 944, p. 6; Er. Ex. 946, p. 2). There is a spike on Christmas Day and larger spikes associated with COVID-related closures. Those variations show the borrowing of partners can vary when business needs change. However, even if those spikes are removed, there is still a clear, consistent pattern of borrowing across the calendar year that is not seasonal or driven by a special situation but, rather, reflects partner interchange as a regular business practice that occurs year-round. On average, 4.6 percent of shifts are borrowed from another store each day, with some variation above and below that average across the entire year.

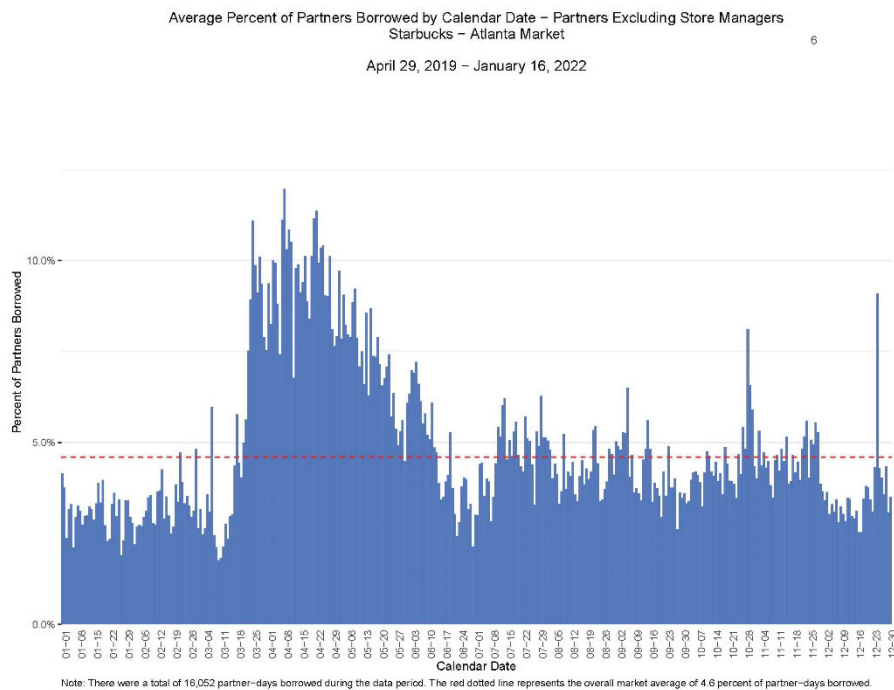


Figure 7

**g. Changes During COVID Are Not Driving Patterns of Regular Interchange Between Stores.**

Dr. Turner also analyzed the impact of the COVID-19 pandemic on the pattern of

interchange in the Atlanta Market. (T Tr. 441-49; Er. Ex. 944, pp. 10-18; Er. Ex. 946, p. 2). If interchange were being driven primarily by the period of data since the initial COVID shutdown in March of 2020, the patterns of borrowed partner labor would be absent from the data when limited to the pre-COVID period (i.e., before March 1, 2020). However, the data still shows a significant measure of regular interchange **before the emergence of COVID in March 2020**:

- Across the market, about one-third of partners in the data worked in more than one store during the 10-month, pre-COVID period. (Er. Ex. 944 at p. 10). Within the Peachtree Dunwoody and Hammond Drive store, nearly 40 percent of partners worked in more than one store (Er. Ex. 944 at p. 11).
- In all but four stores, partners working only in their home store remained the minority in the Atlanta Market as shown by the blue part of the bar. (Er. Ex. 944 at p. 12).
- Up to 67 percent of home-store partners worked in stores other than their home store across the Atlanta Market as shown by the orange part of the bar. (Er. Ex. 944 at p. 12). Within the petitioned-for store, more than 40 percent of the partners working at 27818 were borrowed partners from other stores as shown by the gray part of the bar. (Er. Ex. 944 at p. 12).
- Across the Atlanta Market about 31 percent of store-days (or 1 out of every 3 days) relied on borrowed partners. (Er. Ex. 944 at p. 13).
- Even in the pre-COVID period, borrowing was widespread across the Atlanta Market. (Er. Ex. 944 at p. 16-18). There are no stores that were isolated or excluded from borrowing or lending partners, nor were any smaller clusters of stores isolated from the rest of the market or sharing partners only amongst themselves. (*Id.*). A clear pattern of regular interchange between all stores in the Atlanta Market is demonstrated by the data. (*Id.*).
- The borrowing of labor across the Atlanta Market continues to show a pattern of year-round borrowing, regardless of the day of the week. On average, 4 percent of partner shifts were borrowed each day across the Atlanta Market during the pre-COVID period, nearly the same rate as across the entire period. (Er. Ex. 944 at p. 14).

**h. Store Openings and Closings are Not Driving the Frequency of Partner Interchange in the Atlanta Market.**

Dr. Turner analyzed the impact of store openings and closings on the pattern of interchange in the Atlanta Market. (Er. Ex. 944, pp. 19-27; Er. Ex. 946, p. 2). Even excluding store openings

and closings, the data still shows a significant measure of regular interchange:

- Across the market, about one-third of partners in the data worked in more than one store. (Er. Ex. 944 at p. 19). Within the Peachtree Dunwoody and Hammond Drive store, nearly 50 percent of partners worked in more than one store (Er. Ex. 944 at p. 20).
- In all but three stores, partners working only in their home store remained the minority in the Atlanta Market as shown by the blue part of the bar. (Er. Ex. 944 at p. 21).
- Nearly 55 percent of home-store partners worked in stores other than their home store across the Atlanta Market as shown by the orange part of the bar. (Er. Ex. 944 at p. 21). Within the petitioned-for store, more than 50 percent of the partners working at 27818 were borrowed partners from other stores as shown by the gray part of the bar. (Er. Ex. 944 at p. 21).
- Across the Atlanta Market about 21 percent of store-days (or 1 out of every 5 days) relied on borrowed partners. (Er. Ex. 944 at p. 22).
- Even excluding store openings and closings, borrowing was widespread across the Atlanta Market. (Er. Ex. 944 at p. 25-27). There are no stores that were isolated or excluded from borrowing or lending partners, nor were any smaller clusters of stores isolated from the rest of the market or sharing partners only amongst themselves. (*Id.*). A clear pattern of regular interchange between all stores in the Atlanta Market is still demonstrated by the data. (*Id.*).
- The borrowing of labor across the Atlanta Market continues to show a pattern of year-round borrowing, regardless of the day of the week. On average, 2.9 percent of partner shifts were borrowed each day across the Atlanta Market excluding store openings and closings. (Er. Ex. 944 at pp. 23-24).

**i. Temporary Sharing of Labor Preceding or Following a Permanent Transfer of a Partner Between Stores Is Not Driving Interchange.**

Dr. Turner additionally analyzed the data controlling for permanent transfers between stores.<sup>7</sup> (T Tr. 449-52). If interchange were being driven primarily by the sharing of partners preceding or following a permanent transfer of a partner between stores within the market, the

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<sup>7</sup> In its Order denying Starbucks' Request for Review in Buffalo I, the Board disavowed the ARD's "suggestion that *Lipman's*, 227 NLRB 1436, 1438 (1977), stands for the proposition that permanent transfers are not relevant to the Board's analysis of employee interchange in this context." (03-RC-282115, et al, Order at 2 n.2).

patterns of borrowed partner labor would be absent from the data when excluding any shifts associated with these movements.<sup>8</sup>

- Across the Atlanta Market, 38 percent of partners (more than 1 in 3) in the data worked in more than one store during the data period. (Er. Ex. 944 at p. 28). Within Peachtree Dunwoody and Hammond Drive, about 54 percent of partners (more than 1 in 2) worked in more than one store. (Er. Ex. 944 at p. 29).
- In all but five stores, partners working only in their home store remained the minority in the Atlanta Market as shown by the blue part of the bar. (Er. Ex. 944 at p. 30).
- Up to 50 percent of home-store partners worked in stores other than their home store across the Atlanta Market as shown by the orange part of the bar. (Er. Ex. 944 at p. 30). Within the petitioned-for store, more than 50 percent of the partners working at 27818 were borrowed partners from other stores as shown by the gray part of the bar. (Er. Ex. 944 at p. 30).
- About 23 percent of store-days (1 out of every 5 days) relied on borrowed labor within the Atlanta Market, and about 21 percent of Peachtree Dunwoody and Hammond Drive store-days (1 out of every 5 days) relied on borrowed partners. (Er. Ex. 944 at p. 31).
- Even after removing any partners who ever had a permanent transfer from the data, borrowing was widespread across the Atlanta Market. (Er. Ex. 944 at pp. 34-36). There are no stores that were isolated or excluded from borrowing or lending partners, nor were any smaller clusters of stores isolated from the rest of the market or sharing partners only amongst themselves. (*Id.*). A clear pattern of regular interchange between all stores in the Atlanta Market emerges from the network illustrated in the map. (*Id.*).
- The borrowing of labor across the Atlanta Market continues to show a regular pattern year-round, regardless of the day of the week. On average 3.5 percent of partner shifts were borrowed each day across the market after excluding partners who ever had a permanent transfer during the data period. (Er. Ex. 944 at p. 33).

Dr. Turner produced additional charts and maps for two additional alternative populations.

- “Cumulative Restrictions – Version A” – This data set includes the following restrictions: pre-Covid time period, excluding stores opening or closing during the Covid-period, and excluding borrowed work in a store where a partner either transferred in or transferred out during that time period. (Er. Ex. 944, pp. 46-54; Er.

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<sup>8</sup> Even the most extreme test of this hypothesis, excluding all partners from the data if they ever experienced a permanent transfer, still shows significant measures of regular interchange. (*See* T Tr. 452-54; Er. Ex. 944, pp. 37-45).

Ex. 946, p. 2).

- “Cumulative Restrictions – Version B” – This data set includes the following restrictions: pre-Covid time period, excluding stores opening or closing during the Covid-period, and excluding any partners with multiple home stores during that time period. (Er. Ex. 944, pp. 55-63; Er. Ex. 946, p. 2).

With each of these population modifications, there is still consistent partner usage in non-home store locations; none of these restrictions explain away the use of borrowed partners as a regular business practice in the Atlanta Market.

In sum, the undisputable data confirms what every partner in the Atlanta Market already knows—Baristas and Shift Supervisors in Atlanta frequently work in multiple stores. This high level of partner interchange is obviously by design, not happenstance, as the Starbucks business model is premised on implementing the same exacting operational protocols across all stores for customer consistency and utilizing a dedicated workforce of partners who are able to seamlessly work in any store in the Atlanta Market to meet business needs.

**j. The Interchange Data Exceeds What the NLRB Has Required in Finding the Single-Store Presumption Rebutted.**

The Company’s data far exceeds the baseline standards for rebuttal of the single-location presumption in cases holding that a multi-location unit was appropriate versus the petitioned-for single stores. *See McDonald’s*, 192 NLRB 878, 878-79 (1971) (holding multi-location unit was appropriate where 58 out of 245 employees (23.7%) were temporarily transferred and the overall interchange was less than 1%); *Budget Rent A Car Sys., Inc.*, 337 NLRB at 884-85 (single location presumption was rebutted when evidence, taken as a whole, demonstrated that temporary transfers occur “a couple of times per month” and employer presented evidence of four temporary transfers over the first few months of the year in a proposed unit of 21 (19.0%)); *Kirlin’s Inc. of Cent. Ill.*, 227 NLRB at 1220-21 (explaining that transfers among stores to cover employee illnesses, vacations, training, and conducting inventory support a rebuttal of the presumption that a single-

location unit is appropriate); *Super X Drugs*, 233 NLRB at 1115 (finding single-location presumption rebutted where employer presented evidence of 21 instances of temporary transfer and 3 permanent transfers out of an employee compliment of 65 (32.3% temporary transfer rate); *Gray Drug Stores, Inc.*, 197 NLRB 924, 924-26 (1972) (concluding there was “substantial and frequent interchange” supporting a multi-location unit where approximately 300 out of 700 employees (42.8%) engaged in temporary transfer); *Twenty-First Century Rest. of Nostrand Ave. Corp.*, 192 NLRB at 882 (finding a multi-location unit was appropriate where managers transferred employees “to handle unusual changes in in the volume of business at particular outlets” and 45 to 50 employees out of 350 employees (14.3%) were temporarily transferred).

Put simply, if the Company’s significant partner interchange does not overcome the single-store presumption, then no retail business could overcome it.

**k. The Interchange Data Is Accurate and Reliable.**

At the outset of the hearing, the Parties agreed to the following stipulation, *inter alia*:

14. The parties stipulate to the authenticity and admissibility of the interchange data presented by the Employer in Employer Exhibits 901(a) – (f) as a business record.

Employer Exhibit 901(a) is a file titled “AggregatedDataA39\_FY 2022.csv”;

Employer Exhibit 901(b) is a file titled “AggregatedDataA39\_FY 2021.csv”;

Employer Exhibit 901(c) is a file titled “AggregatedDataA39\_FY 2020.csv”;

Employer Exhibit 901(d) is a file titled “AggregatedDataA39\_FY 2019.csv”;

Employer Exhibit 901(e) is a file titled “PartnerLookupAtlanta.csv”;  
and

Employer Exhibit 901(f) is a file titled “StoreListAtlanta.csv”.

The parties also stipulate to the authenticity and admissibility of the interchange data presented in the Raw Data—titled “RawData Atlanta”—(Petitioner Exhibit 901) as a business record. The Employer has provided the above interchange data, which was created by pulling data relevant to Area 39 from April 29, 2019 to

January 16, 2022 from the Company's databases (Partner Data Warehouse, Customer Marketing Analytics, and Starbucks Partner Hours) in the same manner as it was in the cases listed in Paragraph 12 above. The interchange data spreadsheets in Employer Exhibits 901(a) – (f) include the following: (1) the aggregated punch data from Starbucks Partner Hours; (2) the partner lookup containing the partner ID, hire date, separation date, job title, and home store; and (3) the store list with addresses and applicable open and closure dates. The parties reserve, and do not waive, their right to raise any arguments concerning the interpretation of the underlying interchange data presented by the Employer in Employer Exhibits 901(a) – (f) or the Raw Data (Petitioner Exhibit 901).

(Bd. Ex. 2, ¶ 14). Regarding the “borrowed partner analysis” raised by the Union in its opening remarks in Atlanta I (and incorporated by Union counsel in Atlanta II), Starbucks refused to perform the borrowed partner analysis subpoenaed by the Union because the Union requested a document that does not exist. To the extent the Union tries to argue that the failure of Starbucks to perform such an analysis renders the interchange data provided by the Company less compelling, the Board should not entertain such arguments. Dr. Turner testified she “did not perform it[sic] a borrowed partner analysis.” (T Tr. 463). If the Union wanted to have an expert analyze the underlying data in a particular way, it should have done so, and Starbucks cannot be held responsible for the Union failing to offer its own expert to so analyze the underlying data. Dr. Turner did not look at, create, or rely upon a borrowed partner analysis for any of her statistical analyses. (T Tr. 434). Such arguments have no relevance to this proceeding and Union speculation about what an analysis neither party performed should be disregarded.

Dr. Turner also created charts at Employer Exhibit 945 to show the frequent partner turnover in the Atlanta Market. In the Peachtree Dunwoody and Hammond Drive store, about 41 percent of the shifts that were worked there were by partners who are currently active partners at that store. (T Tr. 456-57; Er. Ex. 945, p. 1). This demonstrates that the degree of partner interchange in the Atlanta Market is not being driven by a few partners who have been with

Starbucks for over two and a half years. In fact, most partners are not with Starbucks for the full two and a half years of the data set analyzed by Dr. Turner and half of the partners employed at the Peachtree Dunwoody and Hammond Drive store have been there for less than 10 months. (T Tr. 460-61; Er. Ex. 945, pp. 3-4).

**I. The Union's Labelling the Interchange "Voluntary" Does Not Diminish the Interchange Evidence.**

Faced with this extensive and irrefutable data proving the high level of partner interchange (which partners know exists), the Union sought to adduce testimony to label the partner interchange as "voluntary" in that partners decide when and where they want to work. Put simply, the Union wants the Region to believe partners decide for themselves if they work and where they work. The Union did not provide any data or reliable testimony as to its voluntariness claims, relying entirely upon wooden witness testimony off the same direct examination script that they volunteered to work in other stores.

The reality, as detailed in the record, is that Starbucks operates a business and meets its forecasted and actual customer needs by scheduling and requiring its partners to work as scheduled, just as any business schedules and requires its employees to work. Partners do not simply decide when and where they want to work. Rather, they are scheduled to work and do work as scheduled. As with other businesses, partners do fill-in for other partners, but that commonplace business fact does not lessen the significance of the high level of partner interchange. Starbucks allows partners in different stores to exchange shifts because that flexibility is an interest partners share in a closely integrated structure, provided doing so meets Starbucks' business needs. Any "voluntary" activity further demonstrates the integration of stores in the market and directly rebuts the single store presumption. To answer the ultimate question of community of interests, voluntary interchange should not be given less weight when it is clearly a shared interest for partners to work



their desired number of hours while at the same time providing them the ability to adjust their working schedules without negatively and detrimentally impacting their employer's business. The Board would establish horrible, anti-worker precedent by finding an employer's accommodation of employee scheduling preferences is somehow inconsistent with, and negates, the employer's proof that it has established, enforced, and relied upon a centralized, market-wide staffing and scheduling system.

The record evidence details that Starbucks created a staffing model that is *specifically designed* to ensure that staffing needs are met by partners who regularly work in multiple stores. All partners are informed of this expectation upon hire and the culture of interchangeability permeates across the Atlanta Market. Therefore, the Starbucks staffing model is designed to account for market-wide staffing through volunteers. (M I Tr. 44; B I Tr. 751). But that does not mean partners simply decide when and where they want to work without regard to the business needs. (M I Tr. 39-40).

Moreover, there is no basis in Board law for the Union's position that a partner's willingness to work across multiple stores as a clear expectation of management upon hire somehow undermines the extent of employee interchange under the law. The focus of the interchange analysis is whether a significant portion of the workforce is involved in interchange, which is patently the case herein.<sup>9</sup>

In addition to the high level of partner interchange, the record evidence establishes extensive contact among the Atlanta partners. Atlanta partners have regular contact by working

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<sup>9</sup> While Starbucks believes the data overwhelmingly supports a multi-location finding, interchange is not a necessary condition for overcoming the single-location presumption. *See V.I.M. Jeans*, 271 NLRB 1408, 1409 (1984) ("Viewed against the background of the highly centralized administration of all nine stores, the daily contact with [Company President] and the other supervisors and the restricted authority of the store manager, the fact that there is not substantial employee interchange pales in its importance to the determination of the issue.").

together, connecting via email, texting, calling one another, and driving supplies and products from store to store across the Atlanta Market. This level of contact further supports a multi-location unit.

The extensive partner interchange in Atlanta strongly rebuts the single store presumption and shows that a multi-location unit consisting of the entire district is the only appropriate unit.

**G. All Stores in the Atlanta Market Are Located in Close Proximity to One Another, and Closer Than the Locations in Many Multi-Location Units Found Appropriate by the Board.**

As Employer Exhibit 918 shows, all of the stores in the Atlanta Market are in very close geographic proximity to one another. Specifically, all 31 stores are “inside the perimeter” of Atlanta and therefore make up the Atlanta Market. (A I Tr. 40). The geographic proximity of the stores in the Atlanta Market is reinforced by the interchange data mapped on Figure 5 generated by Dr. Turner and reproduced above.

This close proximity between stores is intentional. Starbucks selects store sites in order to gain market share over its competitors in the market. (B I Tr. 53). Further, Starbucks has intentionally designed its business operations, including its market structure, to facilitate the movement of partners across stores in close geographic proximity to one another. This fact is evident in the market-based hiring process, the market-based scheduling process, and the significant evidence of partner interchange between stores. Moreover, these stores are significantly closer together than the stores in *Gray Drug Stores*, 197 NLRB at 924-26, which were deemed sufficiently close together for a multi-location unit despite being located along a 300 mile stretch up the Florida coast. *See Dayton Transp. Corp.*, 270 NLRB 1114, 1115-16 (1984) (Board found terminals a total of 175 miles apart were not distant and, in any event, the nature of the employer’s operations, the similarity of skills, and the frequency of interchange among drivers at the terminals and the resultant commonality of supervision demonstrated a shared community of interests rendering a single-location unit inappropriate).

The extremely close geographic proximity of the stores in the Atlanta Market strongly rebuts the single store presumption and supports a multi-location unit consisting of the entire district as the only appropriate unit.

**H. The Parties Have No Bargaining History, But Partners Across the Atlanta Market Have Shared Interests.**

While there is no bargaining history, the evidence in this case shows that Starbucks' hourly partners share a strong community of interests throughout the Atlanta Market. Bargaining on a single location basis is inconsistent with Starbucks' business model premised on partners seamlessly working across its stores in the Atlanta Market, including the petitioned Peachtree Dunwoody and Hammond Drive store. On the other hand, bargaining on a multi-location basis is consistent with Starbucks' highly integrated operations, manifested through the high level of partner interchange. Furthermore, bargaining at a single location does not make practical sense because there is a lack of local autonomy at the store level.

**IV. THE UNION'S EFFORT TO SECURE A VOTE IN A SINGLE STORE DEFIES THE REALITY OF HOW THE ATLANTA MARKET OPERATES AND IS NOT CONDUCTIVE TO STABLE LABOR RELATIONS**

The Union's effort to fracture the Atlanta Market and seek an election in a single store, or a series of single-store units—the Union filed 2 petitions in the Atlanta Market within 7 business days of each other—is not conducive to stable labor relations. Courts and the Board have long recognized that, in exercising its discretion to determine a unit appropriate for the purposes of collective bargaining, the Board must assure that the approved unit creates a situation where stable and efficient bargaining relationships can occur. *See Colgate-Palmolive-Peet Co. v. NLRB*, 338 U.S. 355, 362 (1949) (“To achieve stability of labor relations was the primary objective of Congress in enacting the [NLRA].”); *NLRB v. Catherine McAuley Health Center*, 885 F.2d 341, 344 (6th Cir. 1989) (“In addition to explicit statutory limitations, a bargaining unit determination

by the Board must effectuate the Act's policy of efficient collective bargaining.”).

The goal of employee free choice must be balanced with the need to assure a stable, efficient collective bargaining relationship. *See Allied Chem. Workers v. Pittsburgh Plate Glass Co.*, 404 U.S. 157, 172-73 (1971) (citing *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. 146, 165 (1941)); *Kalamazoo Paper Box Co.*, 136 NLRB 134, 137 (1962)). “As a standard, the Board must comply, also, with the requirement that the unit selected must be one to effectuate the policy of the Act, the policy of efficient collective bargaining.” *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. at 165. To do otherwise undermines, rather than promotes, efficient and stable collective bargaining. *See, e.g., Bentson Contracting Co.*, 941 F.2d 1262, 1265, 1269-70 (D.C. Cir. 1991); *see also Fraser Eng'g Co.*, 359 NLRB 681, 681 & n.2 (2013).

The statutory requirement of stable labor relations and effective collective bargaining is a prominent reason why the Board and courts have emphasized that “the manner in which a particular employer has organized his plant and utilizes the skills of his labor force has a direct bearing on the community of interest among various group of employees in the plant and is thus an important consideration in any unit determination.” *Bentson*, 941 F.2d at 1270, n.9 (citing *Gustave Fisher*, 256 NLRB at 1069 n.5 and quoting *International Paper Co.*, 96 NLRB 295, 298 n.7 (1951)); *Catherine McAuley*, 885 F.2d at 345; *Fraser Eng'g*, 359 NLRB at 681 & n.2. As similarly observed in *NLRB v. Harry T. Campbell Sons' Corporation*:

But winning an election is, in itself, insignificant unless followed by stable and successful negotiations which may be expected to culminate in satisfactory labor relations . . . . If the Board's selection of the appropriate bargaining unit . . . [here, a separate department of an integrated quarry operation] were to stand and bargaining is undertaken, neither party on the stage at the bargaining table could overlook the fact standing in the wings are more...[unrepresented] employees, employees who cannot be separated in terms of labor relations from the small group of employees directly involved . . . . The Board here has created a fictional mold within which the parties

. . . [must] force their bargaining relationships. In the language of *Kalamazoo Paper Box Corp.* . . . such a determination “could only create a state of chaos rather than foster stable collective bargaining,” because in the “fictional mold” the prospects of fruitful bargaining are overshadowed by the prospects of a breakdown in bargaining.

407 F.2d 969, 978 (4th Cir. 1969). Fruitful bargaining breaks down because both parties would be necessarily focused on the impact of their bargaining decisions on the larger, unrepresented group of employees with whom the unit employees clearly share a significant community of interests. *See Szabo Food Servs., Inc. v. NLRB*, 550 F.2d 705, 709 (2d Cir. 1976) (“In view of the high degree of integration of the employer’s . . . business operation, the practical necessities of collective bargaining militate against the creation of a fractured bargaining unit, with its attendant distortion of the employer’s business activities and labor relations . . .”).

The Union’s effort to separate a single store (or 2 stores) from the 31 stores in the highly-integrated Atlanta Market creates the very situation the Supreme Court, numerous Courts of Appeal, and the Board have cautioned against. As fully explained above, virtually all of the bargainable employment terms are controlled at the market, regional, or national level. Starbucks has deliberately organized the market in this way so that: (1) the customer experience in each store is the same; and (2) Atlanta partners can and do work in any store in the market without the need to retrain, while receiving the same wages and benefits and utilizing the same policies, human resources procedures and technology. This is truly a market-based rather than store-based operation. As a result, allowing bargaining to occur on a store-by-store basis, rather than a market-wide basis, would create a “‘fictional mold’ [in which] prospects of fruitful bargaining are overshadowed by the prospects of a breakdown in bargaining.” *Harry T. Campbell Sons’ Corp.*, 407 F.2d at 978 (citing *Kalamazoo Paper Box Co.*, 136 NLRB at 137).

**V. THE UNION’S EFFORT TO HOLD ELECTIONS IN THIS SINGLE-STORE BARGAINING UNIT VIOLATES SECTION 9(C)(5)**

Further, ordering an election solely at Peachtree Dunwoody and Hammond Drive store—especially given that there are two petitions filed in the Atlanta Market—would violate the terms of Section 9(c)(5), which provides: “[i]n determining whether a unit is appropriate . . . the extent in which the employees have organized shall not be controlling.” 29 U.S.C. § 159(c)(5). The U.S. Supreme Court has cautioned that enforcing courts “should not overlook or ignore an evasion of the § 9(c)(5) command.” *NLRB v. Metro. Life Ins. Co.*, 380 U.S. 438, 442 (1965). The community of interest facts at issue, precedent with respect to determining the appropriate bargaining unit, and whether the unit determination is adequately explained are all analyzed in determining whether a Section 9(c)(5) violation exists. *See, e.g., Lundy Packing Co.*, 68 F.3d 1577, 1580-83 (4th Cir. 1995); *May Dept. Stores Co. v. NLRB*, 454 F.2d 148, 150-51 (9th Cir. 1972).

In this case, the evidence and the law demonstrate Starbucks has rebutted the single-store presumption, and the smallest appropriate unit is one consisting of all hourly Baristas and Shift Supervisors working in the Atlanta Market. Just as in *Szabo Food Markets*, 126 NLRB 349, 350 (1960), where the Board found that an arbitrary grouping of stores was controlled by the extent of organization, the single store petitioned-for by the Union is part of the larger Atlanta Market; it is operated based on policies and procedures applicable to all stores in Atlanta; the partners working in the Peachtree Dunwoody and Hammond Drive store have the same training, wages, benefits, uniforms, and employment policies; and, they interchange on a frequent basis between stores in the market. There is simply no basis on which to carve out one store (or two stores) from the 31 store Atlanta Market. On these facts, and considering the Board precedent discussed above, the Union’s selection of the petitioned-for store in which to pursue an election is arbitrary and controlled by the extent of its organizing in violation of Section 9(c)(5) of the Act as evidenced by

the two petitions filed for stores in the Atlanta Market. *See Malco Theatres, Inc.*, 222 NLRB 81, 82 (1976) (petitioned-for unit of five theaters out of eight in the Memphis area was inappropriate where employees at all the theaters had virtually identical wages and benefits and common supervision, there were common operating policies at all the theatres, there was employee interchange between the theaters, and all the theatres were all located in a metropolitan area); *Kansas City Coors*, 271 NLRB 1388, 1389-90 (1984) (petition seeking only some, not all, of employer's locations was inappropriate where locations were only 25-30 miles apart at most, all labor relations policies and methods of operation were employer-wide and controlled by employer policy, employees at the stores performed the same work in the same job classifications and under the same employment terms, and there was "some" interchange of employees and equipment among the locations).

## **VI. CONCLUSION**

For all of the above reasons, the Union's request for a single-store election based on the then-current extent of organizing in Atlanta is not only inappropriate but unlawful. Starbucks respectfully requests that the Region direct a multi-location election for the baristas and shift supervisors working across the 31 stores in the Atlanta Market and dismiss the Union's petition, especially since the Union has now demonstrated that the extent of its organizing is the reason for the single-store units it seeks, in violation of Section 9(c)(5) of the Act, as evidenced by its filing of petitions for two stores in the Atlanta Market in a period of just seven days.

Dated: March 8, 2022

Respectfully submitted,

/s/ Tyler A. Sims

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**CERTIFICATE OF SERVICE**

I certify that on March 8, 2022, I caused a copy of the foregoing Post-Hearing Brief to be e-Filed through the Board's website and also served on the following:

Lisa Y. Henderson Regional Director National Labor Relations Board Region 10 401 W Peachtree St NE Ste 472 Atlanta, Georgia 30308	VIA E-FILING
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By: /s/ Tyler A. Sims

Tyler A. Sims

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

**WITHDRAWAL REQUEST**

Starbucks Corporation

10-RC-290176

In the matter of \_\_\_\_\_  
(Name of case) (Number of case)

This is to request withdrawal of the *(petition)* *(charge)* in the above case.

Workers United, Southern Regional Joint Board

\_\_\_\_\_  
(Name of Party Filing)

Withdrawal request approved

Michael B. Schoenfeld

By \_\_\_\_\_  
(Name of Representative)

Attorney

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

3/28/22

Date \_\_\_\_\_

\_\_\_\_\_  
Regional Director,  
National Labor Relations Board.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

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March 29, 2022

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Re: Starbucks Corporation  
Case 10-RC-290176

Dear Ms. Page, Mr. Pierce, Mr. Mendelson:

This is to advise you that I have approved, with prejudice, the withdrawal of the petition in the above case. Any petition filed by Workers United, Southern Regional Joint Board within six months from this date that encompasses the same or substantially the same unit of employees as involved in this matter will not be entertained unless good cause is shown.

Very truly yours,

A handwritten signature in black ink, appearing to read "LH", with a long horizontal line extending to the right.

Lisa Y. Henderson  
Regional Director

cc: Kevin Johnson, President and CEO  
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